



LODI CITY COUNCIL

Carnegie Forum
305 West Pine Street, Lodi

AGENDA – REGULAR MEETING

Date: March 20, 2013

Time: Closed Session 6:45 p.m.
Regular Meeting 7:00 p.m.

For information regarding this Agenda please contact:

Randi Johl, City Clerk
Telephone: (209) 333-6702

6:55 p.m. Invocation/Call to Civic Responsibility. Invocations/Calls may be offered by any of the various religious and non-religious organizations within and around the City of Lodi. These are voluntary offerings of private citizens, to and for the benefit of the Council. The views or beliefs expressed by the Speaker have not been previously reviewed or approved by the Council, and the Council does not endorse the beliefs or views of any speaker.

***NOTE:** All staff reports or other written documentation relating to each item of business referred to on the agenda are on file in the Office of the City Clerk, located at 221 W. Pine Street, Lodi, and are available for public inspection. If requested, the agenda shall be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof. To make a request for disability-related modification or accommodation contact the City Clerk's Office as soon as possible and at least 24 hours prior to the meeting date.*

C-1 Call to Order / Roll Call

C-2 Announcement of Closed Session

- a) Prospective Lease of City Property Located at 125 South Hutchins Street, Lodi, CA, for Camp Hutchins and Adult Day Care Programs; the Negotiating Parties are Lodi Health and the City of Lodi; Price and Terms of the Lease are under Negotiation; Government Code §54956.8

C-3 Adjourn to Closed Session

NOTE: THE FOLLOWING ITEMS WILL COMMENCE NO SOONER THAN 7:00 P.M.

C-4 Return to Open Session / Disclosure of Action

A. Call to Order / Roll Call

B. Presentations

- B-1 Keep Lodi Beautiful Month Proclamation (CD)
- B-2 Quarterly Update from the Greater Lodi Area Youth Commission (PRCS)

C. Consent Calendar (Reading; Comments by the Public; Council Action)

- C-1 Receive Register of Claims in the Amount of \$10,850,106.42 (FIN)
- C-2 Approve Minutes (CLK)
 - a) March 5 and 12, 2013 (Shirtsleeve Sessions)
 - b) March 6, 2013 (Regular Meeting)
- C-3 Approve Plans and Specifications and Authorize Advertisement for Bids for Stockton Street Improvements (PW)
- C-4 Approve Plans and Specifications and Authorize Advertisement for Bids for 2013 Asphalt Rubber Cape Seal Project, Various Streets (PW)
- C-5 Approve Plans and Specifications and Authorize Advertisement for Bids for Alley Improvement Project – Phase 4 (PW)
- C-6 Accept Improvements Under Contract for Roget Park Improvements, 2229 Tienda Drive (PW)

- Res. C-7 Adopt Resolution Awarding Contract for 2013 GrapeLine Bus Stop Improvements to A.M. Stephens Construction Company, Inc., of Lodi (\$117,396.25) (PW)
- Res. C-8 Adopt Resolution Awarding Contract for Lodi Transit Station Concrete Pavement Project, 28 South Sacramento Street, to A.M. Stephens Construction, Inc., of Lodi (\$117,417.60), and Appropriating Funds (\$61,000) (PW)
- Res. C-9 Adopt Resolution Authorizing the City Manager to Execute Task Order No. 25 of the Master Professional Services Agreement for PCE/TCE Cleanup with Treadwell & Rollo, a Langan Company, of San Francisco (\$23,500), and Appropriating Funds (\$28,000) (PW)
- Res. C-10 Adopt Resolution Authorizing the City Manager to Execute Agreements with the Following Entities for the Water Meter Program Phase 3 Project and Appropriating Funds (\$3,164,200): (PW)
- a) Awarding Water Meter Installation Contract to Knife River Construction, of Stockton (\$2,898,200);
 - b) Task Order No. 5 with RMC Water and Environment, of Walnut Creek, for Engineering Services (\$36,000); and
 - c) Neil O. Anderson and Associates, of Lodi, for Construction Testing and Inspection Services (\$300,000)
- Res. C-11 Adopt Resolution Authorizing the City Manager to Execute Professional Services Agreement with Empire Today, LLC, of Union City, through U.S. Communities Bid Process for City Hall Carpet Replacement Project (\$70,780) and Appropriating Funds (\$80,000) (PW)
- Res. C-12 Adopt Resolution Authorizing the City Manager to Execute Professional Services Agreement for Purchase and Installation of Alerton Energy Management System for Carnegie Forum with Sole Supplier L & H Airco, of Roseville (\$117,950), and Appropriating Funds (\$130,000) (PW)
- Res. C-13 Adopt Resolution Approving Contract Amendment Agreement with AECOM Technical Services for the Development of the Climate Action Plan (CD)
- Res. C-14 Adopt Resolution Authorizing the City Manager to Sign a Lease Agreement with Lodi Health for Operation of Camp Hutchins Day Care Program (PRCS)
- Res. C-15 Adopt Resolution Authorizing the City Manager to Sign a Lease Agreement with Lodi Health for Operation of the Adult Day Care Program at Hutchins Street Square (PRCS)
- Res. C-16 Adopt Resolution Authorizing the City Manager to Execute Master Service Agreement for Software Services with Spinnaker Support, LLC, of Denver, CO (\$31,250) (CM)
- Res. C-17 Adopt Resolution Approving Administrative Fire Captain Assignment Side Letter Amending the 2012-2013 Memorandum of Understanding Between the City of Lodi and the Lodi Professional Firefighters (CM)
- Res. C-18 Adopt Resolution of Intention to Disestablish the Downtown Lodi Business Improvement District Area No. 1 and Set Public Hearing for April 17, 2013, to Consider Introducing an Ordinance to Repeal Lodi Municipal Code Chapter 12.06 to Disestablish the Downtown Lodi Business Improvement Area No. 1 (CA)
- C-19 Set Public Hearing for May 15, 2013, to Consider Adopting Resolution Setting Pre-Approved Engineering News Record Adjustment Index for Wastewater Rates for Residential, Commercial, and Industrial Customers (PW)

D. Comments by the Public on Non-Agenda Items

THE TIME ALLOWED PER NON-AGENDA ITEM FOR COMMENTS MADE BY THE PUBLIC IS LIMITED TO FIVE MINUTES.

Public comment may only be made on matters within the Lodi City Council's jurisdiction (Government Code Section 54954.3, Lodi City Council Protocol Manual Section 6.3I). The Council cannot take action or deliberate on items that are not on this agenda unless there is an emergency and the need to take action on that emergency arose after this agenda was posted (Government Code Section 54954.2(b)(2)). All other items may only be referred for review to staff or placement on a future Council agenda.

E. Comments by the City Council Members on Non-Agenda Items

F. Comments by the City Manager on Non-Agenda Items

G. Public Hearings

- Res. G-1 Public Hearing to Approve Draft 2013/14 Action Plan for the Community Development Block Grant Program (CD)
- Res. G-2 Public Hearing to Consider Adopting Resolution Approving Contractual Consumer Price Index Based Annual Adjustment to Rates for Solid Waste Collection (PW)
- Ord. G-3 Public Hearing to Consider Introducing an Ordinance Amending Lodi Municipal Code Chapter (Introduce) 13.20 – Electrical Service – by Repealing and Reenacting Section 13.20.315, “Schedule EDR – Economic Development Rates,” in Its Entirety (EUD)
- Ord. G-4 Public Hearing to Consider Introducing an Ordinance Amending Lodi Municipal Code Chapter (Introduce) 13.20 – Electrical Service – by Adding Section 13.20.325, “Schedule EV – Electric Vehicle Pilot Charging Rate” (EUD)

H. Communications

- H-1 Monthly Protocol Account Report (CLK)

I. Regular Calendar

- Ord. I-1 Introduce Ordinance Repealing and Reenacting Lodi Municipal Code Chapter 9.12, “Fires, (Introduce) Firearms and Fireworks,” in Its Entirety; and Further Repealing and Reenacting Chapter 9.13, “Sale of Fireworks,” in Its Entirety (CA)

J. Ordinances – None

K. Adjournment

Pursuant to Section 54954.2(a) of the Government Code of the State of California, this agenda was posted at least 72 hours in advance of the scheduled meeting at a public place freely accessible to the public 24 hours a day.

Randi Johl
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Proclaim April "Keep Lodi Beautiful Month"

MEETING DATE: March 20, 2013

PREPARED BY: Community Development Department

RECOMMENDED ACTION: Mayor Nakanishi present a proclamation declaring the month of April 2013 as "Keep Lodi Beautiful Month" in the City of Lodi.

BACKGROUND INFORMATION: The Mayor has been requested to present a proclamation declaring the month of April 2013 as "Keep Lodi Beautiful Month" in the City of Lodi. Neighborhood Services Manager Joseph Wood and a representative from Waste Management, who have been coordinating this as one of the several activities for the annual "Great American Clean Up" campaign, will be present at the meeting to accept the proclamation.

Lodi is one of more than 10,000 communities nationwide that participate in the "Great American Clean Up" campaign, which is coordinated nationally by Keep America Beautiful, Inc., and at the state level by Keep California Beautiful, Inc. Those organizations provide a loose outline for activities for each affiliate to follow and a multitude of support materials and equipment to facilitate each city's effort. It is the individual affiliate's responsibility to plan one or more events throughout the community to focus on recycling, conservation, clean up and beautification efforts and other community improvement activities. A schedule of Lodi's Great American Clean Up activities is attached.

FISCAL IMPACT: Not Applicable

FUNDING AVAILABLE: Not Applicable

Konradt Bartlam
Community Development Director

Attachments

APPROVED: _____
Konradt Bartlam, City Manager

2013 SCHEDULE OF KEEP LODI BEAUTIFUL EVENTS

Lodi City Wide Garage Sale – April 6 - 7

The City Wide Garage Sale is an event for the community to advertise their garage sale for free in the Lodi News Sentinel. The City Wide Garage Sale will run Saturday and Sunday.

Arbor Day/Great American Clean Up Event – April 6 (11am-2pm) Roget Park, 2229 Tienda Drive

Arbor Day dedication and tree planting, free seedling giveaway, mistletoe education, Spring clean up materials, and tree & recycling educational materials.

Free E/U-waste Event –April 13

The WM Lodi Transfer Station will be hosting Electronic and Universal Waste collection events from 9am – 1pm on each of the listed dates. These events will allow the Lodi community to drop off Electronic waste and U-waste for free. Here is a list of acceptable materials: Radios/Stereos, VCRs, Microwaves, Cell Phones, Telephones, Answering Machines, Batteries (not including car batteries), Televisions, Computer Monitors, Laptops, Computer Processing Units, Printers, Fluorescent Lamps, and Mercury Thermometers.

Dollar Diversion Day – April 20 (8am – 3pm)

Dollar Diversion Day is an updated, revamped version of Dollar Dump Day. Residents of Lodi will be able to bring their “diversion” to the WM Transfer Station for just one dollar; the change is that WM is going to have drop off areas for recyclable goods. WM is planning on having a drop off for wood, metal, concrete, cardboard, and green waste. These changes will divert recyclable material from being dumped in the landfill.

Clean Your Files Week – April 22-26

WM will be collecting office paper at their Buy Back Center to be recycled. Bins for paper collection will be provided to the City of Lodi offices.

Residential Curbside Pick Up – April 29 – May 3

Our curbside clean up will allow the residents of Lodi to place the equivalent of up to six 32-gallon bags or boxes in front of their house for collection. WM will collect the trash on their regular service day. All items must be bagged, bundled, boxed or containerized and must weigh less than 50 pounds each. No household hazardous waste, tires, dirt, sod, rock or concrete.



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CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Quarterly Update from the Greater Lodi Area Youth Commission

MEETING DATE: March 20, 2013

PREPARED BY: Parks, Recreation, and Cultural Services Director

RECOMMENDED ACTION: Receive quarterly update from Greater Lodi Area Youth Commission (LYC).

BACKGROUND INFORMATION: The LYC desires to stay more connected to the City Council and the community by having current commissioners provide a quarterly report on the activities of the Commission.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.



Jeff Hood
Parks, Recreation, and Cultural Services Director

Prepared by: JCW

APPROVED: _____
Konradt Bartlam, City Manager



CITY OF LODI COUNCIL COMMUNICATION

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AGENDA TITLE: Receive Register of Claims through February 28, 2013 in the Total Amount of \$10,850,106.42.

MEETING DATE: March 20, 2013

PREPARED BY: Financial Services Manager

RECOMMENDED ACTION: Receive the attached Register of Claims for \$10,850,106.42.

BACKGROUND INFORMATION: Attached is the Register of Claims in the amount of \$10,850,106.42 through 02/28/13. Also attached is Payroll in the amount of \$1,259,116.61.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: As per attached report.

Ruby R. Paiste, Financial Services Manager

RRP/rp

Attachments

APPROVED: _____
Konradt Bartlam, City Manager

Accounts Payable
Council Report

Page - 1
Date - 03/06/13
Amount

As of Thursday	Fund	Name	Amount
02/28/13	00100	General Fund	1,446,707.77
	00123	Info Systems Replacement Fund	226.42
	00160	Electric Utility Fund	7,651,135.88
	00161	Utility Outlay Reserve Fund	6,642.00
	00164	Public Benefits Fund	82,402.93
	00170	Waste Water Utility Fund	37,274.95
	00171	Waste Wtr Util-Capital Outlay	123,084.50
	00175	IMF Storm Facilities	247.50
	00180	Water Utility Fund	20,295.00
	00181	Water Utility-Capital Outlay	502,216.26
	00210	Library Fund	11,468.18
	00234	Local Law Enforce Block Grant	182.98
	00235	LPD-Public Safety Prog AB 1913	62.09
	00239	CalGRIP	6,702.15
	00260	Internal Service/Equip Maint	45,793.00
	00270	Employee Benefits	532,467.04
	00300	General Liabilities	5,589.76
	00310	Worker's Comp Insurance	72,473.00
	00321	Gas Tax-2105,2106,2107	6,950.20
	00322	Gas Tax -2103	272.64
	00325	Measure K Funds	4,288.40
	00329	TDA - Streets	938.84
	00340	Comm Dev Special Rev Fund	758.14
	00347	Parks, Rec & Cultural Services	12,435.54
	00444	HUD-Federal Sustainable Comm	6,711.55
	00459	H U D	7,605.53
	00502	L&L Dist Z1-Almond Estates	352.80
	00503	L&L Dist Z2-Century Meadows I	309.49
	00505	L&L Dist Z4-Almond North	67.14
	00506	L&L Dist Z5-Legacy I,II,Kirst	506.79
	00507	L&L Dist Z6-The Villas	437.48
	00509	L&L Dist Z8-Vintage Oaks	201.42
	00515	L&L Dist Z13	30.97
	00517	L&L Dist Z15-Guild Ave Indust.	29.90
	01212	Parks & Rec Capital	42,759.57
	01250	Dial-a-Ride/Transportation	142,759.39
	01251	Transit Capital	8,642.51
	01252	Transit-Prop. 1B	22,080.79
	01410	Expendable Trust	37,361.14
Sum			10,840,471.64
	00184	Water PCE-TCE-Settlements	336.00
	00185	PCE/TCE Rate Abatement Fund	7,778.60
	00190	Central Plume	1,520.18
Sum			9,634.78
Total Sum			10,850,106.42

Council Report for Payroll

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Date - 03/07/13

Payroll	Pay Per Date	Co	Name	Gross Pay
Regular	03/03/13	00100	General Fund	704,907.77
		00160	Electric Utility Fund	140,935.41
		00161	Utility Outlay Reserve Fund	10,004.90
		00164	Public Benefits Fund	3,783.78
		00170	Waste Water Utility Fund	106,647.80
		00180	Water Utility Fund	17,651.65
		00210	Library Fund	26,153.46
		00235	LPD-Public Safety Prog AB 1913	1,570.73
		00239	CalGRIP	821.18
		00260	Internal Service/Equip Maint	15,360.72
		00270	Employee Benefits	2,955.89
		00321	Gas Tax-2105,2106,2107	25,573.88
		00340	Comm Dev Special Rev Fund	23,610.04
		00347	Parks, Rec & Cultural Services	98,480.06
		01250	Dial-a-Ride/Transportation	7,426.66
Pay Period Total:				
Sum				1,185,883.93
Retiree	03/31/13	00100	General Fund	73,232.68
Pay Period Total:				
Sum				73,232.68



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Approve Minutes
a) March 5, 2013 (Shirtsleeve Session)
b) March 6, 2013 (Regular Meeting)
c) March 12, 2013 (Shirtsleeve Session)

MEETING DATE: March 20, 2013

PREPARED BY: City Clerk

RECOMMENDED ACTION: Approve the following minutes as prepared:
a) March 5, 2013 (Shirtsleeve Session)
b) March 6, 2013 (Regular Meeting)
c) March 12, 2013 (Shirtsleeve Session)

BACKGROUND INFORMATION: Attached are copies of the subject minutes marked Exhibit A through C, respectively.

FISCAL IMPACT: None.

FUNDING AVAILABLE: None required.

Randi Johl
City Clerk

Attachments

APPROVED: _____
Konradt Bartlam, City Manager

**LODI CITY COUNCIL
SHIRTSLEEVE SESSION
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, MARCH 5, 2013**

A. Roll Call by City Clerk

An Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was held Tuesday, March 5, 2013, commencing at 7:00 a.m.

Present: Council Member Hansen, Council Member Johnson, Council Member Mounce, Mayor Pro Tempore Katzakian, and Mayor Nakanishi

Absent: None

Also Present: City Manager Bartlam, City Attorney Schwabauer, and City Clerk Johl

B. Topic(s)

B-1 Review of the Annual Community Development Block Grant Funding Requests in the 2013/14 Action Plan (CD)

City Manager Bartlam briefly introduced the subject matter of the Community Development Block Grant (CDBG) funding requests for the 2013/14 Action Plan.

Neighborhood Services Manager Joseph Wood provided a PowerPoint presentation regarding CDBG funding requests for the 2013/14 Action Plan. Specific topics of discussion included the annual allocation process, 11 applications received from community based organizations (CBO), an estimated public service cap of \$89,680, overall funding availability, CBO potential projects, funding for public service projects, and the public hearing process.

In response to Council Member Mounce, Mr. Wood stated the Sandidge project on Sacramento Street is a demolition and new construction project and is therefore not an eligible activity.

In response to Council Member Hansen, Mr. Wood stated the Sandidge project is a transit-oriented housing project promoting walkability and usage of the bus and rail system.

In response to Mayor Nakanishi, Mr. Bartlam stated there is no prohibition on the construction of a private senior housing project up to six stories tall in downtown based on the current Development Code.

In response to Council Member Mounce, Mr. Wood confirmed that any unused funds from public service projects will be transferred to CBO projects.

In response to Council Member Johnson, Mr. Bartlam stated the ultimate goal for the Loel Center remains the construction of the parking lot, community garden, and eventually a senior housing project.

In response to Council Member Hansen, Mr. Wood stated the application request for Small Business Development is \$10,000.

In response to Council Member Mounce, Mr. Wood confirmed that the City can provide funding to faith based organizations for public services as long as the service is not a religious activity and staff does monitor this requirement for compliance.

In response to Mayor Nakanishi, Mr. Wood confirmed that the One Eighty Teen Center has

received CDBG funds in past years.

In response to Council Member Johnson, Mr. Wood stated the One Eighty Teen Center project appears to be Gang Reduction, Intervention, and Prevention (GRIP) grant eligible for youth outreach and counseling services and staff will know in approximately one week if it will receive GRIP grant funding.

In response to Council Member Hansen, Mr. Wood confirmed that the graffiti abatement program is utilizing approximately \$50,000 annually in the CDBG target area. Mr. Wood stated graffiti in the public right of way or on public facilities is addressed immediately while permission must be obtained from the property owner for removal on private property.

In response to Council Member Johnson, Mr. Bartlam stated the north side Americans with Disabilities Act improvements at Hutchins Street Square will cost approximately \$250,000 and staff is working on the improvements over the next year.

In response to Mayor Nakanishi, Public Works Director Wally Sandelin stated there is better control over the graffiti removal efforts at Legion Park now and the individual that volunteered to remove graffiti at the previous Council meeting met with some insurance related challenges.

Dale Gillespie spoke in support of the funding request from the Loel Center. A brief discussion ensued between Mr. Gillespie and the City Council regarding the County's decision to retain the Meals on Wheels program to serve frozen meals, the number of individuals served under the current and previous programs in the Lodi area, the Center's desire to serve fresh meals in the future on its own, and the post-remodel kitchen capacity at the Loel Center.

Captain Martin Ross spoke in support of the funding request for the Salvation Army for the tutoring and mentoring program, stating the program provides a preventative safe haven for kids going to and from school. In response to Council Member Hansen, Mr. Ross confirmed that the Salvation Army summer camp for youth operates Monday through Friday for a five-week period during summer to provide youth with an engagement opportunity over summer.

In response to Mayor Nakanishi, Mr. Wood stated the One Eighty Teen Center is run by Executive Director Jake McGregor and is affiliated with First Baptist Church.

C. Comments by Public on Non-Agenda Items

None.

D. Adjournment

No action was taken by the City Council. The meeting was adjourned at 8:05 a.m.

ATTEST:

Randi Johl
City Clerk

**LODI CITY COUNCIL
REGULAR CITY COUNCIL MEETING
CARNEGIE FORUM, 305 WEST PINE STREET
WEDNESDAY, MARCH 6, 2013**

C-1 Call to Order / Roll Call

The City Council Closed Session meeting of March 6, 2013, was called to order by Mayor Nakanishi at 6:00 p.m.

Present: Council Member Hansen, Council Member Johnson, Council Member Mounce, Mayor Pro Tempore Katzakian, and Mayor Nakanishi

Absent: None

Also Present: City Manager Bartlam, City Attorney Schwabauer, and City Clerk Johl

C-2 Announcement of Closed Session

- a) Prospective Revisions to Lease of City Property (10± Acres Adjacent to White Slough Water Pollution Control Facility, Located at 12745 North Thornton Road, Lodi, CA); the Negotiating Parties are Northern California Power Agency and City of Lodi; Government Code §54956.8
- b) Exposure to Litigation; Roger and Melinda Harbin v. City of Lodi; Government Code Section 54956.9(b)

C-3 Adjourn to Closed Session

At 6:00 p.m., Mayor Nakanishi adjourned the meeting to a Closed Session to discuss the above matters. The Closed Session adjourned at 6:30 p.m.

C-4 Return to Open Session / Disclosure of Action

At 7:00 p.m., Mayor Nakanishi reconvened the City Council meeting, and City Attorney Schwabauer disclosed the following actions.

Items C-2 (a) and C-2 (b) were discussion and direction only.

A. Call to Order / Roll Call

The Regular City Council meeting of March 6, 2013, was called to order by Mayor Nakanishi at 7:00 p.m.

Present: Council Member Hansen, Council Member Johnson, Council Member Mounce, Mayor Pro Tempore Katzakian, and Mayor Nakanishi

Absent: None

Also Present: City Manager Bartlam, City Attorney Schwabauer, and City Clerk Johl

B. Presentations

B-1 Arbor Day Proclamation (PRCS)

Mayor Nakanishi presented a proclamation to Park Superintendent, Steve Dutra, proclaiming Saturday, April 6 as "Arbor Day" in the City of Lodi. This year's event will be held from 11 a.m. to 2 p.m. at Roget Park, 2229 Tienda Drive.

B-2 American Red Cross Month Proclamation (CLK)

Mayor Nakanishi presented a proclamation to Liza Cruz, San Joaquin Regional Manager of the American Red Cross, proclaiming the month of March 2013 as "American Red Cross Month" in the City of Lodi.

C. Consent Calendar (Reading; Comments by the Public; Council Action)

Council Member Mounce made a motion, second by Mayor Pro Tempore Katzakian, to approve the following items hereinafter set forth, **except those otherwise noted**, in accordance with the report and recommendation of the City Manager.

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Hansen, Council Member Johnson, Council Member Mounce, Mayor Pro Tempore Katzakian, and Mayor Nakanishi

Noes: None

Absent: None

C-1 Receive Register of Claims in the Amount of \$1,507,235.78 (FIN)

Claims were approved in the amount of \$1,507,235.78.

C-2 Approve Minutes (CLK)

The minutes of February 19, 2013 (Shirtsleeve Session), February 20, 2013 (Regular Meeting), and February 26, 2013 (Shirtsleeve Session) were approved as written.

C-3 Approve Plans and Specifications and Authorize Advertisement for Bids for Reynolds Ranch Parkway Median Improvements (PW)

Approved the plans and specifications and authorized advertisement for bids for Reynolds Ranch parkway median improvements.

C-4 Approve Plans and Specifications and Authorize Advertisement for Bids for DeBenedetti Park ADA Access Improvement Project (PW)

Approved the plans and specifications and authorized advertisement for bids for DeBenedetti Park ADA Access Improvement Project.

C-5 Approve Plans and Specifications and Authorize Advertisement for Bids for ADA Improvement Project - Phase 2, Lodi Softball Complex and Salas Park (PW)

Approved the plans and specifications and authorized advertisement for bids for ADA Improvement Project - Phase 2, Lodi Softball Complex and Salas Park.

C-6 Approve Plans and Specifications and Authorize Advertisement for Bids for Hale Park Sports Court Resurfacing Project, 209 East Locust Street (PW)

Approved the plans and specifications and authorized advertisement for bids for Hale Park Sports Court Resurfacing Project, 209 East Locust Street.

C-7 Approve Plans and Specifications and Authorize Advertisement for Bids for the Hutchins

Street Square Pool Refinishing Project (PW)

At the request of Mayor Nakanishi, City Manager Bartlam provided a brief status report regarding the pool renovations at Hutchins Street Square as set forth in the staff report.

In response to Council Member Mounce, Mr. Bartlam stated the fully-funded project will likely be completed in mid-May and the cost is approximately \$65,000. Mr. Bartlam stated the project could be brought back at a special meeting if need be for the contract award.

Council Member Mounce made a motion, second by Mayor Nakanishi, to approve the plans and specifications and authorize advertisement for bids for the Hutchins Street Square Pool Refinishing Project.

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Hansen, Council Member Johnson, Council Member Mounce, Mayor Pro Tempore Katzakian, and Mayor Nakanishi

Noes: None

Absent: None

C-8 Approve Plans and Specifications and Authorize Advertisement for Bids for Fire Station No. 2 Site Improvement Project and Adopt Resolution Authorizing the City Manager to Execute Lease Agreement with Design Space Modular Buildings, Inc., of Dixon (\$90,876) (PW)

At the request of Mayor Nakanishi, City Manager Bartlam provided a brief status report regarding the Fire Station No. 2 renovation project.

In response to Council Member Hansen, Mr. Bartlam stated the project time line for design and build is approximately 18 to 24 months, which includes reviewing qualifications of designers who have already built other fire stations.

In response to Council Member Johnson, Mr. Bartlam stated he will research options associated with modular fire stations as suggested.

Council Member Mounce made a motion, second by Mayor Nakanishi, to approve the plans and specifications and authorize advertisement for bids for Fire Station No. 2 Site Improvement Project and adopt Resolution No. 2013-32 authorizing the City Manager to execute lease agreement with Design Space Modular Buildings, Inc., of Dixon, in the amount of \$90,876.

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Hansen, Council Member Johnson, Council Member Mounce, Mayor Pro Tempore Katzakian, and Mayor Nakanishi

Noes: None

Absent: None

C-9 Approve Specifications and Authorize Advertisement for Bids for Janitorial Services for City Facilities (PW)

Approved the specifications and authorized advertisement for bids for janitorial services for City facilities.

C-10 Adopt Resolution Approving the Purchase of Polemount Transformers from HEES

Enterprises, Inc., of Astoria, Oregon, and Power Partners, of Concord (\$43,809.12) (EUD)

Adopted Resolution No. 2013-25 approving the purchase of polemount transformers from HEES Enterprises, Inc., of Astoria, Oregon, and Power Partners, of Concord, in the amount of \$43,809.12.

C-11 Adopt Resolution Approving the Purchase of Five Apple iPad Tablets and Related Accessories for City Council (\$5,000) (CLK)

Adopted Resolution No. 2013-26 approving the purchase of five Apple iPad tablets and related accessories for City Council in the amount of \$5,000.

C-12 Accept Improvements Under Contract for Surface Water Treatment Facility Project (PW)

Accepted the improvements under contract for Surface Water Treatment Facility Project.

C-13 Adopt Resolution Authorizing the City Manager to Execute Contract for Mills Avenue Overlay Project with Knife River Construction, of Stockton (\$352,333.50) (PW)

Adopted Resolution No. 2013-27 authorizing the City Manager to execute contract for Mills Avenue Overlay Project with Knife River Construction, of Stockton, in the amount of \$352,333.50.

C-14 Adopt Resolution Authorizing the City Manager to Execute Contract for DeBenedetti Park Maintenance Yard Enclosure with Soracco & Sons, of Sutter Creek (\$188,091.11), and Appropriating Funds (\$210,000) (PW)

Adopted Resolution No. 2013-28 authorizing the City Manager to execute contract for DeBenedetti Park maintenance yard enclosure with Soracco & Sons, of Sutter Creek, in the amount of \$188,091.11, and appropriating funds in the amount of \$210,000.

C-15 Adopt Resolution Approving the Annual Shared Automation Fee Structure for the Agreement Between the City of Stockton and Sirsi, Corp., Integrated Library System and Approving Cost Sharing Fee for the 2012/13 Budget Year (\$28,250.31) (LIB)

Adopted Resolution No. 2013-29 approving the annual shared automation fee structure for the agreement between the City of Stockton and Sirsi, Corp., Integrated Library System and approving cost sharing fee for the 2012/13 budget year in the amount of \$28,250.31.

C-16 Approve Second Amended and Restated Ground Lease with Northern California Power Agency for Lodi Energy Center and Terminating the Agreement to Supply Recycled Water (CA)

Approved the Second Amended and Restated Ground Lease with Northern California Power Agency for Lodi Energy Center and terminating the agreement to supply recycled water.

C-17 Adopt Resolution Approving Submittal of Grant Documents to California Emergency Management Agency Homeland Security and Authorizing Transportation Manager to Submit All Necessary Paperwork and Reimbursement Requests (PW)

Adopted Resolution No. 2013-30 approving submittal of grant documents to California Emergency Management Agency Homeland Security and authorizing Transportation Manager to submit all necessary paperwork and reimbursement requests.

C-18 Adopt Resolution Authorizing Destruction of Certain Citywide Records in Accordance with

the Government Code and the City's Records Management Policy (CLK)

Adopted Resolution No. 2013-31 authorizing destruction of certain Citywide records in accordance with the Government Code and the City's Records Management Policy.

C-19 Set Public Hearing for March 20, 2013, to Approve Draft 2013/14 Action Plan for the Community Development Block Grant Program (CD)

Set public hearing for March 20, 2013, to approve Draft 2013/14 Action Plan for the Community Development Block Grant Program.

C-20 Set Public Hearing for March 20, 2013, to Consider Extending the Economic Development Rates (EUD)

Set public hearing for March 20, 2013, to consider extending the economic development rates.

C-21 Set Public Hearing for March 20, 2013, to Consider the Lodi Electric Vehicle Pilot Charging Rate (EUD)

Set public hearing for March 20, 2013, to consider the Lodi Electric Vehicle Pilot Charging Rate.

- D. Comments by the Public on Non-Agenda Items
THE TIME ALLOWED PER NON-AGENDA ITEM FOR COMMENTS MADE BY THE PUBLIC IS LIMITED TO FIVE MINUTES. Public comment may only be made on matters within the Lodi City Council's jurisdiction (Government Code Section 54954.3, Lodi City Council Protocol Manual Section 6.3l). The Council cannot take action or deliberate on items that are not on this agenda unless there is an emergency and the need to take action on that emergency arose after this agenda was posted (Government Code Section 54954.2(b)(2)). All other items may only be referred for review to staff or placement on a future Council agenda.

None.

E. Comments by the City Council Members on Non-Agenda Items

In response to Council Member Johnson, City Attorney Schwabauer stated that, with respect to the medical marijuana moratorium, staff is in the process of gathering the relevant stakeholders to hold meetings for a permanent workable solution on the ordinance. He anticipated the matter coming back before the City Council for consideration in the summer.

Council Member Mounce reported on her participation at Career Day at Lodi Middle School and attendance at a Women's Connection meeting. She also invited the public to attend the Lodi Historical Society event on March 27 at 7:00 p.m. at Hutchins Street Square.

Mayor Nakanishi invited the citizens to attend the Town Hall meeting on March 7 at 7:00 p.m. at Carnegie Forum.

F. Comments by the City Manager on Non-Agenda Items

None.

G. Public Hearings

G-1 Public Hearing to Consider the Appeal of California Citizens for the Equal Application of

the Law Regarding the Planning Commission's Decision to Approve a Use Permit to Operate a Fitness Facility at 1320 West Lockeford Street (APN 035-340-09; Use Permit No. 12-U-19) (CD)

This item was not considered because the applicant withdrew the appeal prior to the start of the meeting. The written withdrawal of the appeal was made a part of the record.

G-2 Public Hearing to Consider Adopting Resolution Vacating the 200 Block of West Walnut Street and Authorizing the City Manager to Execute the Required Agreements (PW)

Notice thereof having been published according to law, an affidavit of which publication is on file in the office of the City Clerk, Mayor Nakanishi called for the public hearing to consider adopting resolution vacating the 200 Block of West Walnut Street and authorizing the City Manager to execute the required agreements.

Deputy Public Works Director Charlie Swimley provided a PowerPoint presentation regarding the proposed Walnut Street vacation between Pleasant Avenue and Church Street. Specific topics of discussion included an overview, background, project description, project impacts, parking, traffic circulation, public access, costs, and recommended action.

In response to Council Member Mounce, Mr. Swimley confirmed there are approximately 1,200 vehicles traveling on Walnut Street daily and approximately 25% are related to activities at the church.

Mayor Nakanishi opened the public hearing.

Marilee Allen spoke in regard to traffic concerns based on neighboring church parking and side street traffic flow.

Father Brandon Ware spoke in support of the proposed vacation based on the benefit of the proposed plaza to the surrounding community.

In response to Baubie Fox, City Manager Bartlam stated the City retains only the utility easement rights associated with the property when selling the land for the proposed plaza.

Dennis Bennett spoke in support of the proposed vacation based on safety concerns for children crossing the street and the beautification of the surrounding area. A brief discussion ensued between Mr. Bennett, Council Member Johnson, and Mr. Bartlam confirming that property owner would be responsible for any impacts to the surrounding area arising out of the proposed project.

In response to Council Member Mounce, Mr. Bennett stated he believes that the proposed project will accommodate parking and usage for both St. Anne's and the adjacent Methodist church.

Pamela Ruth spoke in opposition to the proposed vacation based on her concerns regarding parking, maintenance, and homeless activity.

Mayor Nakanishi closed the public hearing.

In response to Council Member Hansen, Mr. Bartlam stated the Cottage Bakery involved a street easement and not a street fee as in the proposed vacation. Mr. Sandelin stated the Laurel property vacation involved an Americans with Disabilities Act ramp improvement at the corner in lieu of the sidewalk improvement.

In response to Council Member Hansen, City Attorney Schwabauer provided a brief overview of

the concept of gifting public funds, reviewing related cases, and confirmed that he preferred the full payment of the \$45,000 for the proposed vacated land thereby eliminating the public gift argument in its entirety.

Council Member Hansen made a motion, second by Council Member Johnson, to adopt Resolution No. 2013-33 vacating the 200 Block of West Walnut Street and authorizing the City Manager to execute the required agreements.

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Hansen, Council Member Johnson, Council Member Mounce, Mayor Pro Tempore Katzakian, and Mayor Nakanishi

Noes: None

Absent: None

H. Communications

H-1 Post for Vacancies on Greater Lodi Area Youth Commission and Lodi Arts Commission (CLK)

Council Member Mounce made a motion, second by Council Member Johnson, to direct the City Clerk to post for the following vacancies:

Greater Lodi Area Youth Commission

Jessinia Ahrens, term to expire May 31, 2014

Lodi Arts Commission

Maria Singleton, term to expire July 1, 2013

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Hansen, Council Member Johnson, Council Member Mounce, Mayor Pro Tempore Katzakian, and Mayor Nakanishi

Noes: None

Absent: None

H-2 Consider Removal of Recreation Commissioner Barbara Wardrobe-Fox and Appointment of Recreation Commissioner Ethan Chelli (CLK)

General discussion ensued amongst the City Council and Recreation Commissioner Baubie Fox regarding Recreation Commission and AiPP Board attendance, Conflict of Interests filings and AB 1234 Ethics Training. The City Council provided general direction to reconcile the information supplied by Commissioner Fox with the City's records and forward the corresponding results to the City Council.

I. Regular Calendar - None

J. Ordinances

J-1 Adopt Ordinance No. 1871 Entitled, "An Ordinance of the Lodi City Council Amending Chapter 12.12 - Parks - by Repealing and Reenacting Section 12.12.420, 'Skate Park Regulations,' in Its Entirety" (CLK)

Council Member Mounce made a motion, second by Council Member Johnson, (following reading

of the title) to waive reading of the ordinance in full and adopt and order to print Ordinance No. 1871 entitled, "An Ordinance of the Lodi City Council Amending Chapter 12.12 - Parks - by Repealing and Reenacting Section 12.12.420, 'Skate Park Regulations,' in Its Entirety," which was introduced at a regular meeting of the Lodi City Council held February 20, 2013.

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Hansen, Council Member Johnson, Council Member Mounce, Mayor Pro Tempore Katzakian, and Mayor Nakanishi

Noes: None

Absent: None

K. Adjournment

There being no further business to come before the City Council, the meeting was adjourned at 9:15 p.m.

ATTEST:

Randi Johl
City Clerk

**LODI CITY COUNCIL
SHIRTSLEEVE SESSION
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, MARCH 12, 2013**

A. Roll Call by City Clerk

An Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was held Tuesday, March 12, 2013, commencing at 7:00 a.m.

Present: Council Member Hansen, Council Member Johnson, and Mayor Pro Tempore Katzakian

Absent: Council Member Mounce, and Mayor Nakanishi

Also Present: City Manager Bartlam, City Attorney Schwabauer, and Assistant City Clerk Robison

B. Topic(s)

B-1 Second Quarter Fiscal Year 2012/13 Water, Wastewater, and Electric Utility Department Financial Reports (CM)

City Manager Rad Bartlam provided a brief introduction to the subject matter of the quarterly updates from the water, wastewater, and electric utilities.

Deputy Public Works Director Larry Parlin provided a PowerPoint presentation regarding the second quarter water and wastewater utility department report. Specific topics of discussion included water and wastewater cash flow summary, operating results, cash balances, bad debt write off, and activities.

In response to Council Member Hansen, Mr. Parlin stated the personnel vacancies have resulted in some savings and Human Resources has been working to get those positions filled.

In reply to Council Member Johnson, Mr. Parlin responded that it remains difficult to recruit for the certified operator positions; however, the recruitment for non-licensed positions has improved and the pool of applicants has increased.

In response to Council Member Johnson, Mr. Parlin stated that the actual cash on hand greatly exceeded the target due primarily to the capital money from the water treatment plant bond and the water meter program, which will be spent down on an annual basis.

In response to Council Member Hansen, Public Works Director Wally Sandelin explained that staff is currently replacing the oldest pipes throughout the city and that will eventually taper off. Mr. Bartlam further responded that, upon completion of the water meter program and pipe replacement, the goal would be to focus on rate stabilization and debt retirement.

Mayor Pro Tempore Katzakian questioned if there would be excess funds from the water treatment plant, to which Mr. Bartlam replied in the affirmative and stated the goal would be to retire that.

In response to Council Member Hansen, City Attorney Schwabauer stated the only PCE/TCE plume with active remediation is the Central Plume. Busy Bee will wrap up within six months; the Southern and Southwestern Plumes will have an inactive remediation schedule soon; and the Northern Plume will have some activity but more work is necessary before then. Most of the stalls have been due to regulatory issues and staffing at the state level.

City Manager Bartlam stated staff is in the process of reevaluating its liabilities, the current estimate dates back to the strong movement from the state, and the liability on the books will most likely drop significantly. Mr. Schwabauer confirmed that the money on the books will be spent but the City will probably not have to worry about picking up the other \$45 million in liability.

In response to Mayor Pro Tempore Katzakian, Management Analyst Rebecca Areida-Yadav stated the amount in the "other" category on the water fund cash flow summary is an overestimation on the water meter payments and the tap fees are ongoing but should drop off over time. In further response, Mr. Bartlam stated staff monitors the rates to ensure all is on track.

Electric Utility Director Elizabeth Kirkley provided a PowerPoint presentation regarding the second quarter electric utility department report. Specific topics of discussion included electric fund operating results, cash balances, power supply costs, power sales, Energy Cost Adjustment revenue, billing statistics, bad debt write off, general operating reserve, open position, and accomplishments.

Council Member Hansen questioned the current assessment of the cap and trade program, to which Ms. Kirkley replied the amount came in lower than anticipated but the trend is going up. She does not see any unexpected backlash or cost for the City. In further response, Ms. Kirkley stated the next auction is in May and the City will realize those revenues in this fiscal year.

In response to Council Member Hansen, Mr. Bartlam stated he would like to see the cash on hand target a little higher as long as it is achievable on a consistent basis.

In reply to Council Member Hansen, Mr. Bartlam stated most of the Electric Utility personnel vacancies occurred at the end of this quarter.

In response to Council Member Johnson, Ms. Kirkley stated staff is reviewing the public benefits fund program and will be returning to Council with recommendations. The hope is to include more efficient street lighting; however, the program has to operate within the cash requirements.

Discussion ensued amongst Council Member Hansen, Mayor Pro Tempore Katzakian, Ms. Kirkley, and Mr. Bartlam regarding interconnection to the west and east, the possibility of having both, PG&E's opposition, and potential Cal-ISO decision and upcoming vote.

Rob Lechner, Manager of Rates and Resources, provided information on the Energy Theft Diversion Program, recent energy efficiency class which was well attended by the key accounts, the new on-line residential rebate application, and the Youth Energy Summit.

In response to Council Member Hansen, Mr. Lechner explained that the on-line rebate application is for rebates of less than \$300 in value and provides an expedited process.

Council Member Hansen questioned what the five-year plan is regarding clean energy, to which Ms. Kirkley replied that staff has been working with Northern California Power Agency on bio-methane options and renewables and will have a future Shirtsleeve Session on the subject.

In response to Mayor Pro Tempore Katzakian, Ms. Kirkley stated that hydro will most likely not happen.

In response to Mayor Pro Tempore Katzakian, Deputy City Manager Jordan Ayers stated the City retired one debt this year, the next debt will retire in 2015 with an estimated \$3 to \$5 million payment, and the third will retire in 2028.

C. Comments by Public on Non-Agenda Items

None.

D. Adjournment

No action was taken by the City Council. The meeting was adjourned at 7:45 a.m.

ATTEST:

Jennifer M. Robison
Assistant City Clerk



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Approve Plans and Specifications and Authorize Advertisement for Bids for Stockton Street Improvements

MEETING DATE: March 20, 2013

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Approve plans and specifications and authorize advertisement for bids for Stockton Street Improvements.

BACKGROUND INFORMATION: This project consists of furnishing and installing approximately 5,200 square feet of asphalt concrete and aggregate base, approximately 550 lineal feet of concrete vertical curb, gutter and sidewalk, storm drain inlets, and curb return; relocating an existing signal pole; providing traffic signal loop detectors and modifications; and other incidental and related work, all as shown on the plans and specifications for the above project.

On October 14, 2008, Council approved an Improvement Deferral Agreement for Thule Hitch Systems for the property located at 1313 South Stockton Street. The Improvement Deferral Agreement required the owner to pay for and/or complete frontage improvements along Stockton Street within two years from the approval date. Since that time, Thule Hitch Systems sold the property to Mepco Company before the required improvements were completed. As a condition of sale, Thule Hitch Systems was required to fulfill the terms of the original Improvement Deferral Agreement by paying the City \$110,000 for frontage improvements along Stockton Street. The Public Works Department will hire a contractor to construct the improvements.

The plans and specifications are on file in the Public Works Department. The planned bid opening date is April 10, 2013. The project estimate is \$150,000. The difference between the Improvement Deferral Agreement amount (\$110,000) and the project estimate (\$150,000) is due to the Public Works Department expanding the original scope of work to include needed improvements to the northwest curb return and signal at the Kettleman Lane and Stockton Street intersection.

FISCAL IMPACT: The project will increase the long-term maintenance cost of the added pavement sections.

FUNDING AVAILABLE: Funding will be identified at project award.

F. Wally Sandelin
Public Works Director

Prepared by Chris Boyer, Assistant Engineer
FWS/CB/pmf
cc: Deputy Public Works Director – Utilities

APPROVED: _____
Konradt Bartlam, City Manager



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Approve Plans and Specifications and Authorize Advertisement for Bids for 2013 Asphalt Rubber Cape Seal Project, Various Streets

MEETING DATE: March 20, 2013

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Approve plans and specifications and authorize advertisement for bids for 2013 Asphalt Rubber Cape Seal Project, Various Streets.

BACKGROUND INFORMATION: This project includes the application of an asphalt rubber cape seal and slurry seal on various City streets. The streets were identified through the City's Pavement Management System based on the condition of the street pavement and the traffic load. The attached exhibit shows the streets that will receive the rubber cape seal and slurry seal.

The project consists of the rehabilitation and resurfacing of various City streets with a layer of asphalt rubberized chip seal followed by a layer of slurry seal on top. The combination of the asphalt rubberized chip seal and the slurry is commonly known as a cape seal. An asphalt rubberized cape seal provides a cost-effective alternative to a more costly asphalt overlay to extend the life and rehabilitate deteriorated roads and streets within the City. Staff also added a list of residential streets to be rehabilitated with slurry seal only. These streets have no structural deficiencies and have less pavement cracks than the streets receiving the rubber cape seal. The slurry seal will seal the pavement, as well as provide a new wearing surface to the existing pavement.

The plans and specifications for this project are on file in the Public Works Department. Approximately 173,200 square yards of rubber cape seal and slurry seal of City streets are included in this project. The planned bid opening date is April 10, 2013, and the project estimate is \$1,250,000.

FISCAL IMPACT: By investing in the recommended maintenance project, significant capital dollars will be saved by extending the useful life of the pavement and foregoing more costly pavement reconstruction.

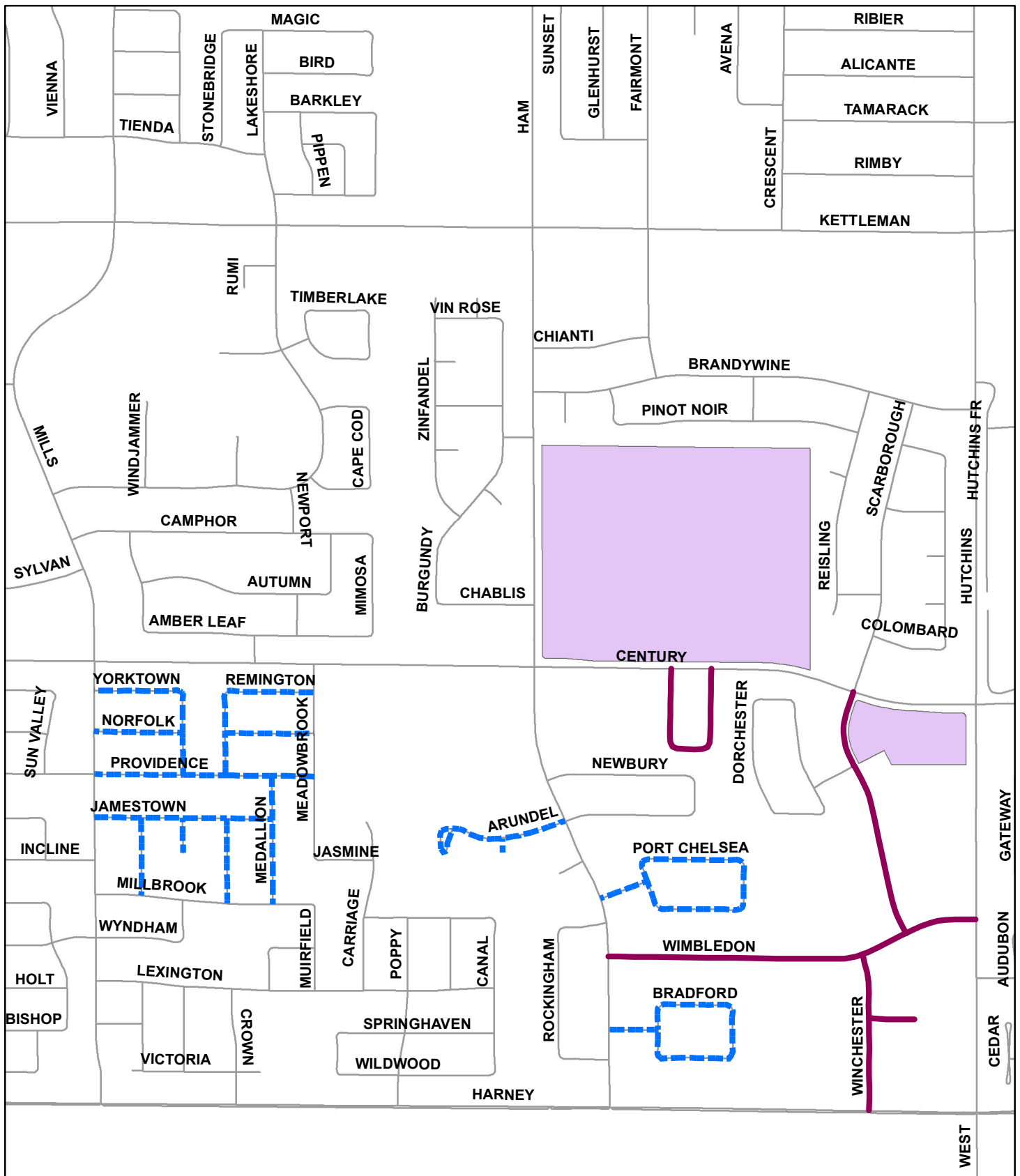
FUNDING AVAILABLE: Funding will be identified at project award.

F. Wally Sandelin
Public Works Director

Prepared by Lyman Chang, Senior Civil Engineer
FWS/LC/pmf
Attachment

cc: Deputy Public Works Director – Utilities
Deputy Public Works Director/City Engineer
Senior Civil Engineer

APPROVED: _____
Konrad Bartlam, City Manager



Legend

- 2013_Cape_Seal
- - - 2013_Slurry_Seal
- Schools

- WV/MH Frame and Cover Adjustment Location



2013 Asphalt Rubber Cape Seal Project Area 2



1 inch = 800 feet

Path: K:\DESIGN\Projects\2013 Cape Seal\Cape Seal Map.mxd



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Approve Plans and Specifications and Authorize Advertisement for Bids for the Alley Improvement Project - Phase 4

MEETING DATE: March 20, 2013

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Approve plans and specifications and authorize advertisement for bids for the Alley Improvement Project – Phase 4.

BACKGROUND INFORMATION: This project consists of reconstructing the alleys north of Lodi Avenue and west of Church Street; and north of Elm Street from Central Avenue to Garfield Street, as shown on Exhibit A. The work includes installing approximately 500 tons of asphalt concrete, 2,000 square feet of concrete alley gutter, 1,700 square feet of alley approach concrete, and other incidental and related work.

These alleys were selected based on field review of the eastside alleys. They appear to have the most severe drainage and/or pothole problems from the site survey. The City will be using Community Development Block Grant (CDBG) funds to reconstruct the alleys with new asphalt concrete pavement and pervious concrete alley gutter. The pervious alley concrete gutter was used in previous alley reconstruction projects and has proven to enhance the alley storm water drainage.

The plans and specifications are on file in the Public Works Department. The planned bid opening date is April 24, 2013. The project estimate is \$240,000.

FISCAL IMPACT: The project will reduce maintenance costs in the reconstructed alleys.

FUNDING AVAILABLE: Funding will be identified at project award.

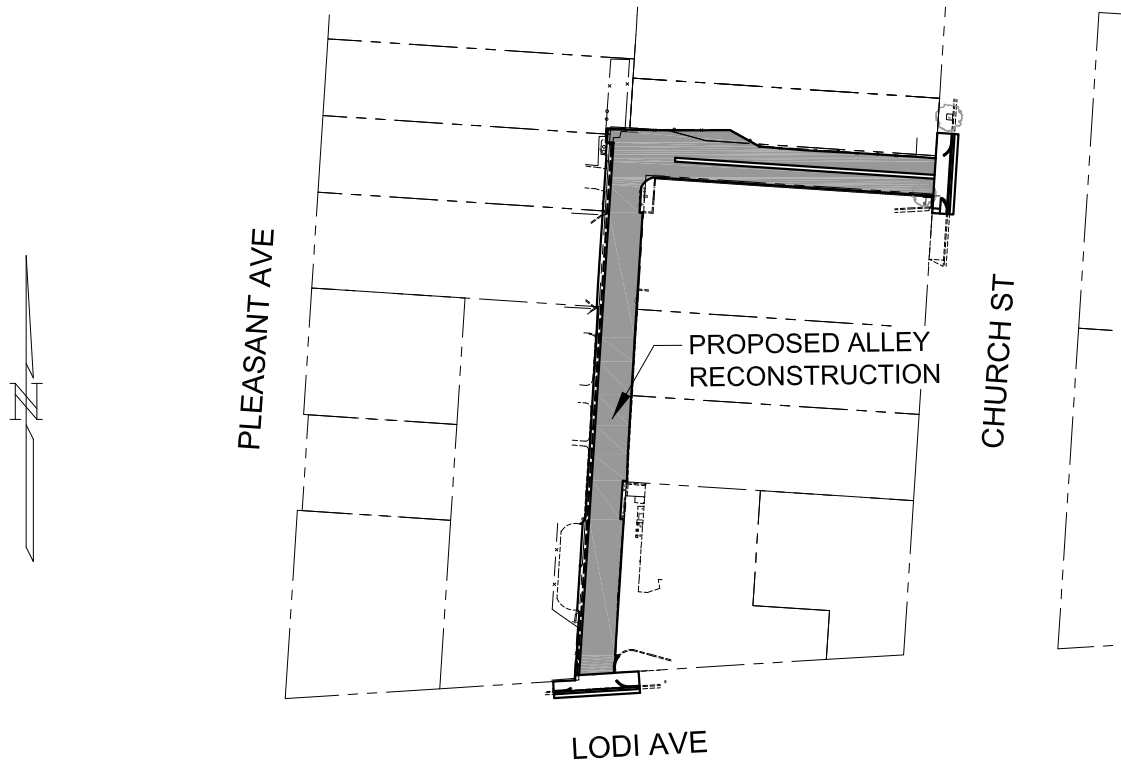
F. Wally Sandelin
Public Works Director

Prepared by Sean Nathan, Associate Civil Engineer
FWS/SN/pmf
Attachment
cc: Neighborhood Services Manager
Associate Civil Engineer Nathan

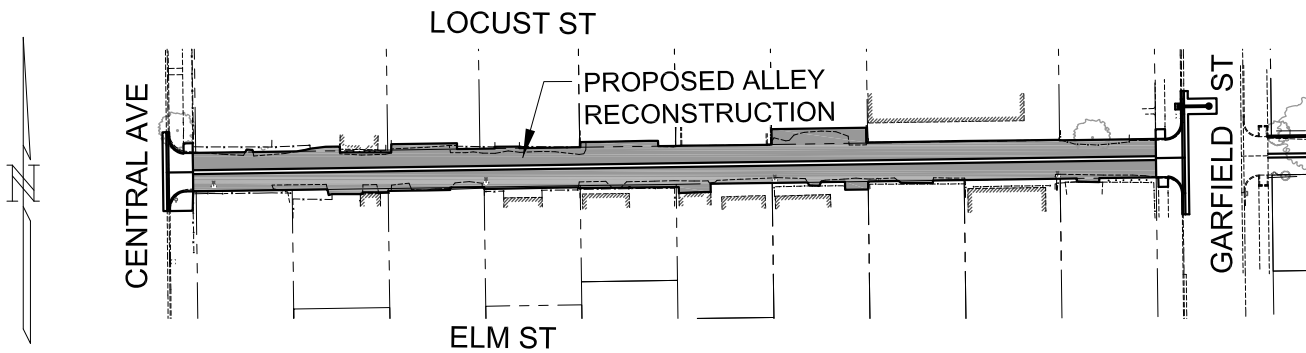
APPROVED: _____
Konradt Bartlam, City Manager

EXHIBIT A

ALLEY IMPROVEMENT PROJECT - PHASE 4



ALLEY NORTH OF LODI AVE. & WEST OF CHURCH ST.
NOT TO SCALE



ALLEY NORTH OF ELM ST., CENTRAL TO GARFIELD
NOT TO SCALE





CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Accept Improvements Under Contract for Roget Park Improvements,
2229 Tienda Drive

MEETING DATE: March 20, 2013

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Accept improvements under contract for Roget Park improvements,
2229 Tienda Drive.

BACKGROUND INFORMATION: The contract was awarded to Hemington Landscape Services, of
Cameron Park, in the amount of \$543,207.50. The contract has
been completed in substantial conformance with the plans and
specifications approved by City Council.

This project consisted of developing four and one-half acres of park land. The existing land was re-graded and landscaped to tie into the design concept of the proposed Eden Housing – Senior Housing Project adjacent to the park property. Park development work included the installation of new concrete walkways, bocce courts, horseshoe pits, game tables, security lighting, park benches, trash receptacles, par-course equipment, park sign, five-horsepower variable frequency drive irrigation booster pump, automatic irrigation system, hydro-seeded turf, native planting materials, underground utilities and other incidental and related work.

The contract completion date was October 14, 2012. The actual completion date was February 4, 2013. The final contract price was \$559,680.34. The difference between the contract amount and the final contract price is due to the following:

- Change Order No. 1 included contractor remobilization costs and ADA drinking fountain (\$2,102.94).
- Change Order No. 2 included costs for remobilization of demolition contractor related to biological survey bird nesting delays (\$3,540.74).
- Change Order No. 3 included electrical work required by the Electric Utility Department to provide power to the park that was not included in the original bid (\$8,835.57).
- Change Order No. 4 included a City-requested change to a mow-free turf along the Tienda Drive frontage (\$250.00).
- Change Order No. 5 included changing the transformer at the Rainbird booster pump per the manufacturer's recommendation (\$1,455.59).
- Increase in contract unit quantities installed for the concrete walkways (\$288.00).

Following acceptance by the City Council, as required by law, the City Engineer will file a Notice of Completion with the County Recorder's office. The notice serves to notify vendors and subcontractors that the project is complete and begins their 30-day period to file a stop notice requiring the City to withhold payments from the prime contractor in the event of a payment dispute.

APPROVED: _____
Konradt Bartlam, City Manager

FISCAL IMPACT: There was no direct impact to the Parks, Recreation and Cultural Services budget for the park development improvements at Roget Park. Funds used were from the sale of the Tienda Drive property for the Senior Housing Project.

FUNDING AVAILABLE: This project was funded by General Fund Capital (1211).

F. Wally Sandelin
Public Works Director

Prepared by Gary Wiman, Construction Project Manager
FWS/GW/pmf
cc: Park Superintendent
Park Project Coordinator



CITY OF LODI

COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Awarding Contract for 2013 GrapeLine Bus Stop Improvements to A. M. Stephens Construction Company, Inc., of Lodi (\$117,396.25)

MEETING DATE: March 20, 2013

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution awarding contract for 2013 GrapeLine Bus Stop Improvements to A. M. Stephens Construction Company, Inc., of Lodi, in the amount of \$117,396.25.

BACKGROUND INFORMATION: This project consists of constructing improvements at eight bus stop locations on the GrapeLine's fixed-route bus system. Bus shelters with benches and amenities will be installed at all eight locations, and new Americans with Disabilities (ADA) compliant concrete slabs will be placed at six locations to accommodate the shelter.

Specifications for this project were approved on January 16, 2013. The City received the following seven bids for this project on March 6, 2013.

Bidder	Location	Bid
Engineer's Estimate		\$141,166.00
A.M. Stephens Construction Co., Inc.	Lodi	\$117,396.25
Mathew McCarty*	Lodi	\$131,048.67**
Taylor Backhoe Service, Inc.	Merced	\$154,025.00
A Vet Construction, Inc.	Woodbridge	\$158,739.40
On Grade Contracting	Sonora	\$174,313.00
Soracco & Sons	Sutter Creek	\$178,754.99**
Mark Wallace Masonry	Auburn	\$190,739.31

* Bid did not include Addendum No. 2 and bid bond.

**Math error shown on submitted bid proposal. Corrected amount shown above.

Total project costs are estimated to be \$140,000, including construction costs, staffing, and contingencies. An appropriation of \$200,000 is included in the FY 2012/13 budget.

FISCAL IMPACT: There will be a slight increase in the long-term maintenance costs associated with these improvements, which will be included in future Transit Operations budgets.

FUNDING AVAILABLE:

Federal Transit Administration Funds (1251):	\$112,000 (80%)
Transportation Development Act Funds (1251):	<u>\$ 28,000 (20%)</u>
TOTAL:	\$140,000

Jordan Ayers
Deputy City Manager/Internal Services Director

F. Wally Sandelin
Public Works Director

Prepared by Paula J. Fernandez, Transportation Manager/Senior Traffic Engineer
cc: Transportation Manager MV General Manager

APPROVED: _____
Konradt Bartlam, City Manager

**GRAPELINE BUS STOP IMPROVEMENTS 2013
VARIOUS LOCATIONS**

CONTRACT

CITY OF LODI, CALIFORNIA

THIS CONTRACT made by and between the CITY OF LODI, State of California, herein referred to as the "City," and A. M. STEPHENS CONSTRUCTION COMPANY, INC., herein referred to as the "Contractor."

WITNESSETH:

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

The complete Contract consists of the following documents which are incorporated herein by this reference, to-wit:

Notice Inviting Bids	The July 2002 Edition,
Information to Bidders	Standard Specifications,
Certifications and Forms	State of California,
General Provisions	Business and Transportation Agency,
Federal Requirements	Department of Transportation
Special Provisions	
Bid Proposal	
Contract	
Contract Bonds	
Federal Minimum Wage Rates	
Plans	
Addenda	

All of the above documents, sometimes hereinafter referred to as the "Contract Documents," are intended to cooperate so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all said documents.

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the City and under the condition expressed in the two bonds bearing even date with these presents and hereunto annexed, the Contractor agrees with the City, at Contractor's cost and expense, to do all the work and furnish all the materials except such as are mentioned in the specifications to be furnished by the City, necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the City the proposed improvements as shown and described in the Contract Documents which are hereby made a part of the Contract.

ARTICLE II - The City hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide all materials and services not supplied by the City and to do the work according to the terms and conditions for the price herein, and hereby contracts to pay the same as set forth in Section 5.600, "Measurement, Acceptance and Payment," of the General Provisions, in the manner and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III - The Contractor agrees to conform to the provisions of Chapter 1, Part 7, Division 2 of the Labor Code. The Contractor and any Subcontractor will pay the general prevailing wage rate and other employer payments for health and welfare, pension, vacation, travel time,

and subsistence pay, apprenticeship or other training programs. The responsibility for compliance with these Labor Code requirements is on the prime contractor.

ARTICLE IV - And the Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Plans and Contract Documents and the requirements of the Engineer under them, to-wit:

Perform the work necessary to furnish and install bus shelters, benches and amenities at eight bus stop locations and other incidental and related work, all as shown on the specifications for "GrapeLine Bus Stop Improvements 2013, Various Locations".

CONTRACT ITEMS

ITEM NO.	DESCRIPTION	UNIT	EST'D. QTY	UNIT PRICE	TOTAL PRICE
1.	Clearing and Grubbing	LS	1	\$ 1,250.00	\$ 1,250.00
2.	Remove Sidewalk/Handicap Ramp	SF	1,630	\$ 6.50	\$10,595.00
3.	Remove Curb and Gutter	LF	242	\$ 3.00	\$ 726.00
4.	Remove Sign Post	EA	5	\$ 50.00	\$ 250.00
5.	Remove and Salvage Bench	EA	4	\$ 100.00	\$ 400.00
6.	Concrete Subgrade Compaction	SF	2,590	\$ 3.70	\$ 9,583.00
7.	Install Concrete Pad/Sidewalk/ADA ramp	SF	2,007	\$ 7.75	\$15,554.25
8.	Install Curb and Gutter	SF	242	\$ 24.00	\$ 5,808.00
9.	Replace AC Pavement	SF	482	\$ 15.00	\$ 7,230.00
10.	Furnish and Install Shelter, Bench, and Amenities	EA	8	\$ 8,250.00	\$66,000.00
TOTAL					\$117,396.25

ARTICLE V - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE VI - It is further expressly agreed by and between the parties hereto that, should there be any conflict between the terms of this instrument and the Bid Proposal of the Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE VII - The City is to furnish the necessary rights-of-way and easements and to establish lines and grades for the work as specified under the Special Provisions. All labor or materials not mentioned specifically as being done by the City will be supplied by the Contractor to accomplish the work as outlined in the specifications.

ARTICLE VIII - The Contractor agrees to commence work pursuant to this contract within 15 calendar days after the City Manager has executed the contract and to diligently prosecute to completion within 70 WORKING DAYS.

WHEN SIGNING THIS CONTRACT, THE CONTRACTOR AGREES THAT THE TIME OF COMPLETION FOR THIS CONTRACT IS REASONABLE AND THE CONTRACTOR AGREES TO PAY THE CITY LIQUIDATED DAMAGES AS SET FORTH IN SECTION 6-04.03 OF THE SPECIAL PROVISIONS. CONTRACTOR AGREES THAT THIS AMOUNT MAY BE DEDUCTED FROM THE AMOUNT DUE THE CONTRACTOR UNDER THE CONTRACT.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date written below.

CONTRACTOR:

CITY OF LODI

By: _____
Konradt Bartlam
City Manager

By: _____

Date: _____

Attest:

Title

City Clerk

(CORPORATE SEAL)

Approved As To Form

D. Stephen Schwabauer
City Attorney



RESOLUTION NO. 2013-_____

A RESOLUTION OF THE LODI CITY COUNCIL AWARDING
AND AUTHORIZING THE CITY MANAGER TO EXECUTE
CONTRACT FOR 2013 GRAPELINE BUS STOP
IMPROVEMENTS PROJECT

=====

WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on March 6, 2013, at 11:00 a.m., for the 2013 GrapeLine Bus Stop Improvements Project, described in the specifications therefore approved by the City Council on January 16, 2013; and

WHEREAS, said bids have been checked and tabulated and a report thereof filed with the City Manager as follows:

Bidder	Bid
A.M. Stephens Construction Co., Inc.	\$117,396.25
Mathew McCarty*	\$131,048.67**
Taylor Backhoe Service, Inc.	\$154,025.00
A Vet Construction, Inc.	\$158,739.40
On Grade Contracting	\$174,313.00
Soracco & Sons	\$178,754.99**
Mark Wallace Masonry	\$190,739.31

* Bid did not include Addendum No. 2 and bid bond.

**Math error shown on submitted bid proposal. Corrected amount shown above.

WHEREAS, staff recommends awarding the contract for the 2013 GrapeLine Bus Stop Improvements Project to the low bidder, A.M. Stephens Construction Company, Inc., of Lodi, California, in the amount of \$117,396.25.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the contract for the 2013 GrapeLine Bus Stop Improvements Project to the low bidder, A.M. Stephens Construction Company, Inc., of Lodi, California, in the amount of \$117,396.25; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute the contract.

Dated: March 20, 2013

=====

I hereby certify that Resolution No. 2013-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held March 20, 2013, by the following vote:

AYES: COUNCIL MEMBERS –
NOES: COUNCIL MEMBERS –
ABSENT: COUNCIL MEMBERS –
ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk

2013-_____



CITY OF LODI

COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Awarding Contract for Lodi Transit Station Concrete Pavement Project, 28 South Sacramento Street, to A.M. Stephens Construction, Inc., of Lodi (\$117,417.60) and Appropriating Funds (\$61,000)

MEETING DATE: March 20, 2013

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution awarding contract for Lodi Transit Station Concrete Pavement Project, 28 South Sacramento Street, to A.M. Stephens Construction, Inc., of Lodi, in the amount of \$117,417.60, and appropriating funds in the amount of \$61,000.

BACKGROUND INFORMATION: This project consists of replacing 7,600 square feet of concrete pavement, driveway, sidewalk and wheelchair ramps within the Transit Station; installing 1,130 square feet of reinforced concrete pavement with an asphalt concrete overlay within Sacramento Street; and other incidental and related work, all as shown on the plans and specifications for the project.

The existing concrete pavement at the Lodi Transit Station bus driveway/loading area has developed extensive cracks and settlement. Numerous patches have been attempted; however, permanent repairs are required. The patches and cracks have created safety and ADA access issues requiring replacement of the concrete pavement. The project also includes installing reinforced concrete pavement within Sacramento Street at the passenger loading island to replace the failing street pavement.

Plans and specifications for this project were approved on January 16, 2013. The City received the following 20 bids for this project on March 6, 2013:

Bidder	Location	Bid
Engineer's Estimate		\$134,180.00
A.M. Stephens Construction	Lodi	\$117,417.60
A&S Construction	Victor	\$139,416.23
Greg Carpenter Concrete	Lodi	\$139,565.00
Sierra Valley Construction	Roseville	\$142,480.24
B&M Builders	Rancho Cordova	\$142,844.00
A-Vet Construction	Woodbridge	\$145,579.60
FBD Vanguard Construction	Livermore	\$147,782.20
F&H Construction	Lodi	\$157,500.00
Nor-Cal Concrete	Suisun City	\$158,585.00
BC Construction	Ceres	\$164,512.40
MCI Engineering	Stockton	\$165,848.00
All-American Construction	Yuba City	\$169,527.00
Mark Wallace Masonry	Auburn	\$171,700.00

APPROVED: _____
Konradt Bartlam, City Manager

Bidder, Cont.	Location	Bid
Andrew L. Lee, Inc.	Lodi	\$174,700.00
HHEC	Knights Ferry	\$176,548.81
Patterson Taber, Inc.	Marysville	\$179,059.00
George Reed, Inc.	Modesto	\$179,887.00
Knife River Construction	Stockton	\$187,945.00
JJR Construction	San Mateo	\$218,187.50
Big B Construction	Stockton	\$234,599.90

Staff recommends the appropriation of \$61,000 to cover construction costs, staffing and contingencies.

FISCAL IMPACT: There will be decreased maintenance costs at the Lodi Transit Station and on Sacramento Street associated with these improvements.

FUNDING AVAILABLE: An appropriation of \$80,000 is included in the FY 2012/13 budget and an additional appropriation of \$61,000 is requested, for a total of \$141,000.

Federal Transit Administration (FTA)/ Transportation Development Act (TDA) Funds (1251):	\$80,000
Requested Appropriation: FTA/TDA (1251):	<u>\$61,000</u>
TOTAL	\$141,000

Jordan Ayers
 Deputy City Manager/Internal Services Director

F. Wally Sandelin
 Public Works Director

Prepared by Lyman Chang, Senior Civil Engineer
 FWS/LC/pmf
 cc: Deputy Public Works Director/City Engineer
 Senior Civil Engineer
 Transportation Manager
 Management Analyst

**MULTI-MODAL STATION CONCRETE PAVEMENT
24 South Sacramento Street**

CONTRACT

CITY OF LODI, CALIFORNIA

THIS CONTRACT made by and between the CITY OF LODI, State of California, herein referred to as the "City," and A.M. STEPHENS CONSTRUCTION COMPANY, INC., herein referred to as the "Contractor."

WITNESSETH:

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

The complete Contract consists of the following documents which are incorporated herein by this reference, to-wit:

Notice Inviting Bids	The July 1992 Edition,
Information to Bidders	Standard Specifications,
General Provisions	State of California,
Special Provisions	Business and Transportation Agency,
Bid Proposal	Department of Transportation
Contract	
Contract Bonds	
Plans	

All of the above documents, sometimes hereinafter referred to as the "Contract Documents," are intended to cooperate so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all said documents.

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the City and under the condition expressed in the two bonds bearing even date with these presents and hereunto annexed, the Contractor agrees with the City, at Contractor's cost and expense, to do all the work and furnish all the materials except such as are mentioned in the specifications to be furnished by the City, necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the City the proposed improvements as shown and described in the Contract Documents which are hereby made a part of the Contract.

ARTICLE II - The City hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide all materials and services not supplied by the City and to do the work according to the terms and conditions for the price herein, and hereby contracts to pay the same as set forth in Section 5.600, "Measurement, Acceptance and Payment," of the General Provisions, in the manner and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III - The Contractor agrees to conform to the provisions of Chapter 1, Part 7, Division 2 of the Labor Code. The Contractor and any Subcontractor will pay the general prevailing wage rate and other employer payments for health and welfare, pension, vacation, travel time, and subsistence pay, apprenticeship or other training programs. The responsibility for compliance with these Labor Code requirements is on the prime contractor.

ARTICLE IV - And the Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Plans and Contract Documents and the requirements of the Engineer under them, to-wit:

Perform the work necessary to replace 7,600 square feet of concrete pavement, driveway, sidewalk and wheelchair ramps; install 1,130 square feet of concrete pavement; and other incidental and related work, all as shown on the plans and specifications for "Multi-Modal Station Concrete Pavement Project".

CONTRACT ITEMS

ITEM NO.	DESCRIPTION	UNIT	EST'D. QTY	UNIT PRICE	TOTAL PRICE
1.	Traffic Control	LS	1	\$ 5,000.00	\$ 5,000.00
2.	Clearing and Grubbing	LS	1	\$ 8,000.00	\$ 8,000.00
3.	Roadway Excavation	SY	36	\$ 10.00	\$ 360.00
4.	Storm Water Erosion Control	LS	1	\$ 2,750.00	\$ 2,750.00
5.	Concrete Subgrade Compaction	SF	8,040	\$ 0.65	\$ 5,226.00
6.	Concrete Sidewalk/ Wheelchair Ramp	SF	325	\$ 8.60	\$ 2,795.00
7.	Reinforced Concrete Curb and Gutter	LF	184	\$ 23.40	\$ 4,305.60
8.	Concrete Curb	LF	50	\$ 28.50	\$ 1,425.00
9.	Concrete Driveway	SF	690	\$ 11.70	\$ 8,073.00
10.	Concrete Pavement (On-Site)	SF	6,540	\$ 7.05	\$46,107.00

ITEM NO.	DESCRIPTION	UNIT	EST'D. QTY	UNIT PRICE	TOTAL PRICE
11.	Concrete Pavement (In Street)	SF	1,130	\$ 8.95	\$10,113.50
12.	Reset Pavers	SF	1,250	\$ 11.35	\$14,187.50
13.	Asphalt Concrete	SF	312	\$ 16.50	\$ 5,148.00
14.	Install Truncated Dome Panel	LF	105	\$ 37.40	\$ 3,927.00
TOTAL					\$117,417.60

ARTICLE V - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE VI - It is further expressly agreed by and between the parties hereto that, should there be any conflict between the terms of this instrument and the Bid Proposal of the Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE VII - The City is to furnish the necessary rights-of-way and easements and to establish lines and grades for the work as specified under the Special Provisions. All labor or materials not mentioned specifically as being done by the City will be supplied by the Contractor to accomplish the work as outlined in the specifications.

ARTICLE VIII - The Contractor agrees to commence work pursuant to this contract within 15 calendar days after the City Manager has executed the contract and to diligently prosecute to completion within **40 CALENDAR DAYS**.

WHEN SIGNING THIS CONTRACT, THE CONTRACTOR AGREES THAT THE TIME OF COMPLETION FOR THIS CONTRACT IS REASONABLE AND THE CONTRACTOR AGREES TO PAY THE CITY LIQUIDATED DAMAGES AS SET FORTH IN SECTION 6-04.03 OF THE SPECIAL PROVISIONS. CONTRACTOR AGREES THAT THIS AMOUNT MAY BE DEDUCTED FROM THE AMOUNT DUE THE CONTRACTOR UNDER THE CONTRACT.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date written below.

CONTRACTOR:

CITY OF LODI

By: _____
Konradt Bartlam
City Manager

By: _____

Date: _____

Attest

Title

City Clerk

(CORPORATE SEAL)

Approved As To Form

D. Stephen Schwabauer
City Attorney



1. AA# _____
2. JV# _____

CITY OF LODI APPROPRIATION ADJUSTMENT REQUEST		
TO:	Internal Services Dept. - Budget Division	
3. FROM:	Rebecca Areida-Yadav	5. DATE: 03/06/2013
4. DEPARTMENT/DIVISION: Public Works		

6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW					
	FUND #	BUS. UNIT #	ACCOUNT #	ACCOUNT TITLE	AMOUNT
A. SOURCE OF FINANCING	1251	12511	5496	FTA/TDA Capital	\$ 61,000.00
B. USE OF FINANCING	1251	125182	7720	Lodi Transit Station Facility	\$ 61,000.00

7. REQUEST IS MADE TO FUND THE FOLLOWING PROJECT NOT INCLUDED IN THE CURRENT BUDGET
<p>Please provide a description of the project, the total cost of the project, as well as justification for the requested adjustment. If you need more space, use an additional sheet and attach to this form.</p> <p>Contract for Transit Station concrete pavement project with AM Stephens.</p>
<p>If Council has authorized the appropriation adjustment, complete the following:</p> <p>Meeting Date: _____ Res No: _____ Attach copy of resolution to this form.</p> <p>Department Head Signature: <u>Wally Sander</u></p>

8. APPROVAL SIGNATURES	
Deputy City Manager/Internal Services Manager	Date

Submit completed form to the Budget Division with any required documentation.
Final approval will be provided in electronic copy format.

RESOLUTION NO. 2013-_____

A RESOLUTION OF THE LODI CITY COUNCIL
AWARDING AND AUTHORIZING THE CITY MANAGER
TO EXECUTE CONTRACT FOR LODI TRANSIT
STATION CONCRETE PAVEMENT PROJECT, 28
SOUTH SACRAMENTO STREET AND FURTHER
APPROPRIATING FUNDS

=====

WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on March 6, 2013, at 11:00 a.m., for the Lodi Transit Station Concrete Pavement Project, 28 South Sacramento Street, described in the plans and specifications therefore approved by the City Council on January 16, 2013; and

WHEREAS, said bids have been checked and tabulated and a report thereof filed with the City Manager as follows:

Bidder	Bid
A.M. Stephens Construction	\$117,417.60
A&S Construction	\$139,416.23
Greg Carpenter Concrete	\$139,565.00
Sierra Valley Construction	\$142,480.24
B&M Builders	\$142,844.00
A-Vet Construction	\$145,579.60
FBD Vanguard Construction	\$147,782.20
F&H Construction	\$157,500.00
Nor-Cal Concrete	\$158,585.00
BC Construction	\$164,512.40
MCI Engineering	\$165,848.00
All-American Construction	\$169,527.00
Mark Wallace Masonry	\$171,700.00
Andrew L. Lee, Inc.	\$174,700.00
HHEC	\$176,548.81
Patterson Taber, Inc.	\$179,059.00
George Reed, Inc.	\$179,887.00
Knife River Construction	\$187,945.00
JJR Construction	\$218,187.50
Big B Construction	\$234,599.90

WHEREAS, staff recommends awarding the contract for the Lodi Transit Station Concrete Pavement Project, 28 South Sacramento Street, to the low bidder, A.M. Stephens Construction Company, Inc., of Lodi, California, in the amount of \$117,417.60.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the contract for the Lodi Transit Station Concrete Pavement Project, 28 South Sacramento Street, to the low bidder, A.M. Stephens Construction Company, Inc., of Lodi, California, in the amount of \$117,417.60; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute the contract; and

BE IT FURTHER RESOLVED that funds in the amount of \$61,000 be appropriated for this project from Federal Transit Administration/Transportation Development Act Funds.

Dated: March 20, 2013

=====

I hereby certify that Resolution No. 2013-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held March 20, 2013, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk

2013-_____



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Task Order No. 25 of the Master Professional Services Agreement for PCE/TCE Cleanup with Treadwell & Rollo, a Langan Company, of San Francisco (\$23,500) and Appropriating Funds (\$28,000)

MEETING DATE: March 20, 2013

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute Task Order No. 25 of the Master Professional Services Agreement for PCE/TCE Cleanup with Treadwell & Rollo, a Langan Company, of San Francisco, in the amount of \$23,500 and appropriating funds in the amount of \$28,000.

BACKGROUND INFORMATION: The City of Lodi is responsible for the cleanup and monitoring of volatile organic carbon compounds (primarily PCE/TCE) in the four areas referred to as the Central, Southern, Western and Northern plumes. For several years, the City has been monitoring 50 wells, as specified in the Groundwater Monitoring and Reporting Program Number R5-2008-0813 (MRP) and presenting quarterly reports to the California Regional Water Quality Control Board (RWQCB). These monitoring wells are mostly concentrated in the Central Plume area, but others are scattered across the area bounded by Lockeford Street, Stockton Street, Kettleman Lane, and Hutchins Street. These wells are constructed to various depths.

Recently, the City Council approved solicitation of bids to construct eight additional monitoring wells that will be generally deeper than existing wells and will be located to monitor the Southern and Western plumes. These wells will ultimately be included in the MRP later this calendar year.

For two years, the City has been operating soil vapor extraction wells and a groundwater extraction well in the block bounded by Pine Street, Church Street, Oak Street, and Pleasant Avenue. This soil vapor extraction system replaced the pilot facility that operated for several years prior at Guild Cleaners. Total PCE removed by these facilities exceeds 8,500 pounds.

Recently, Treadwell & Rollo performed an update to the Lodi Groundwater Model by adding new data for the Central plume and historic and new data for the Southern, Western and Northern plumes. The model is now being used to simulate the migration of the plumes under various City groundwater well field pumping scenarios. In addition, the model is being used to optimize locations for proposed monitoring wells in the Southern, Western and Northern plume areas.

Task Order No. 25 will draw upon the expertise and experience of Treadwell & Rollo to develop the ongoing work program and future costs for the City to complete the remediation and monitoring of the groundwater contamination associated with the Central, Southern, Western, and Northern plumes. Task Order No. 25 is provided in Attachment A. Staff recommends approval and the appropriation of \$28,000.

APPROVED: _____
Konradt Bartlam, City Manager

Adopt Resolution Authorizing City Manager to Execute Task Order No. 25 of the Master Professional Services Agreement for PCE/TCE Cleanup with Treadwell & Rollo, a Langan Company, of San Francisco (\$23,500) and Appropriating Funds (\$28,000)

March 20, 2013

Page 2

FISCAL IMPACT: None.

FUNDING AVAILABLE: Requested Appropriation: PCE/TCE Rates (185) – \$28,000

Jordan Ayers
Deputy City Manager/Internal Services Director

F. Wally Sandelin
Public Works Director

FWS/pmf

Attachment



7 February 2013

CONFIDENTIAL ATTORNEY CLIENT PRIVILEGE

Mr. Stephen Schwabauer
City Attorney
City of Lodi
221 West Pine St.
Lodi, CA 95240-1910

Subject: Proposal to Prepare City-Wide Remediation and Monitoring Costs
Task Order 25
City of Lodi, California

Dear Mr. Schwabauer;

Treadwell & Rollo, a Langan company, is pleased to present this proposal to develop the estimated tasks and future costs for the City of Lodi to complete the remediation and monitoring of the groundwater contamination associated with the Northern, Central, Western, and Southern groundwater plumes. Our proposal is based on the following assumptions and deliverables for the:

- The Northern, Western, and Southern Plumes will not require active remediation, and will be monitored using current and new groundwater monitoring wells designed and installed specifically for long-term monitoring of plume migration.
- The Central Plume Source Area soil vapor and groundwater remediation system performance will be assessed and a reasonable time frame for continued operation will be determined. The cost to decommission and remove the system and subgrade utilities (including soil vapor and groundwater extraction wells and monitoring wells) associated with the system will be estimated.
- An estimated cost to remediate downgradient groundwater contamination that has moved beyond the Central Plume Source Area remediation system capture zone will be developed, based on the assumption that the Regional Water Quality Control Board (Water Board) will mandate remediation in this area. Remedial alternatives will be estimated, including retrofitting the Central Plume Source Area treatment system to accept water from extraction wells.
- The term of the monitoring period for each plume will be estimated using the City-wide groundwater flow model, assessment of the results and trends of the current groundwater monitoring program, and discussions with the Water Board. We will include a monitoring optimization analysis that statistically analyzes groundwater monitoring trends and describes acceptable changes in long-term monitoring. (Note – we will also assume that all groundwater monitoring data is available in an electronic format suitable for this analysis).
- An estimated cost to abandon all groundwater monitoring wells will be prepared.
- Annual future reporting costs for the City-wide groundwater monitoring program will be estimated using current monitoring costs, anticipated changes in monitoring frequency, and a reasonable annual increase based on local financial projections.
- We will include a task to meet with the Water Board to discuss the goals and initial objectives of this work and solicit their advice on data requirements and cleanup goals, and a second meeting to present the long-term plan that will come from this work.

Proposal to Prepare City-Wide Remediation and Monitoring Costs
Task Order 25
City of Lodi, California
Project Proposal: 730392301

7 February 2013
Page 2 of 2

- Two meetings with the City will be included, one of which is assumed to include a presentation to the City Council.

PROJECT TEAM

This work will be managed by Philip Smith, assisted by Varinder Oberoi. Additional staff will include Jeremy Gekov and Christopher Glenn. Each of these individuals has worked extensively on City environmental projects.

PROPOSED SCHEDULE

We are prepared to start work immediately and can have the project completed within 30 days of your authorization to proceed.

COST SUMMARY

We propose to perform the work on a time-and-expense basis in accordance with terms of the City of Lodi Professional Services Agreement. We have estimated the following cost for Task 25. The costs of this Scope of Work will not exceed an amount of \$23,500 without your prior authorization.

Task 25 – Remediation and Monitoring Costs	\$ 23,500
---	------------------

We appreciate the opportunity to assist the City of Lodi. Please contact Mr. Oberoi at 415-955-5277 or Mr. Smith at 415-955-5249 if you need any further information.

Sincerely,
Treadwell & Rollo, A Langan Company



Varinder S. Oberoi, PE
Principal Hydrologist



Philip G. Smith, REA II
Executive Vice President

Konradt Bartlam
City Manager

D. Stephen Schwabauer
City Attorney



Randi Johl
City Clerk

1. AA# _____
2. JV# _____

CITY OF LODI APPROPRIATION ADJUSTMENT REQUEST		
TO:	Internal Services Dept. - Budget Division	
3. FROM:	Rebecca Areida-Yadav	5. DATE: 02/27/2013
4. DEPARTMENT/DIVISION: Public Works		

6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW					
	FUND #	BUS. UNIT #	ACCOUNT #	ACCOUNT TITLE	AMOUNT
A. SOURCE OF FINANCING	185		3205	Fund Balance	\$ 28,000.00
B. USE OF FINANCING	185	185125	7323	Task 25 - Prog & Cost Development	\$ 28,000.00

7. REQUEST IS MADE TO FUND THE FOLLOWING PROJECT NOT INCLUDED IN THE CURRENT BUDGET
<p>Please provide a description of the project, the total cost of the project, as well as justification for the requested adjustment. If you need more space, use an additional sheet and attach to this form.</p> <p>Task Order 25 with Treadwell & Rollo for program and cost development</p>
<p>If Council has authorized the appropriation adjustment, complete the following:</p> <p>Meeting Date: _____ Res No: _____ Attach copy of resolution to this form.</p> <p>Department Head Signature: <u>Wally Sander</u></p>

8. APPROVAL SIGNATURES	
Deputy City Manager/Internal Services Manager	Date

Submit completed form to the Budget Division with any required documentation.
Final approval will be provided in electronic copy format.

RESOLUTION NO. 2013-_____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING
CITY MANAGER TO EXECUTE TASK ORDER NO. 25 OF
MASTER PROFESSIONAL SERVICES AGREEMENT FOR
PCE/TCE CLEANUP WITH TREADWELL & ROLLO, A LANGAN
COMPANY AND FURTHER APPROPRIATING FUNDS

=====

WHEREAS, the City of Lodi is responsible for the cleanup and monitoring of volatile organic carbon compounds (primarily PCE/TCE) in the four areas referred to as the Central, Southern, Western and Northern plumes, and has, for several years, been monitoring 50 wells, as specified in the Groundwater Monitoring and Reporting Program Number R5-2008-0813 (MRP) and presenting quarterly reports to the California Regional Water Quality Control Board. For two years, the City has been operating soil vapor extraction wells and a groundwater extraction well in the block bounded by Pine Street, Church Street, Oak Street, and Pleasant Avenue; and

WHEREAS, recently, the City Council approved solicitation of bids to construct eight additional monitoring wells that will be located to monitor the Southern and Western plumes. These wells will ultimately be included in the MRP later this calendar year; and

WHEREAS, recently, Treadwell & Rollo performed an update to the Lodi Groundwater Model by adding new data for the Central plume and historic and new data for the Southern, Western and Northern plumes. The model is now being used to simulate the migration of the plumes under various City groundwater well field pumping scenarios. In addition, the model is being used to optimize locations for proposed monitoring wells in the Southern, Western and Northern plume areas; and

WHEREAS, staff recommends approval of Task Order No. 25 to develop the ongoing work program and future costs for the City to complete the remediation and monitoring of the groundwater contamination associated with the Central, Southern, Western, and Northern plumes.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute Task Order No. 25 of the Master Professional Services Agreement for PCE/TCE Cleanup with Treadwell & Rollo, a Langan Company, of San Francisco, California, in the amount of \$23,500; and

BE IT FURTHER RESOLVED that funds in the amount of \$28,000 be appropriated from the PCE/TCE Rates Fund.

Dated: March 20, 2013

=====

I hereby certify that Resolution No. 2013-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held March 20, 2013, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk

2013-_____



CITY OF LODI

COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Agreements with the Following Entities for the Water Meter Program Phase 3 Project and Appropriating Funds (\$3,164,200):

- A. Awarding Water Meter Installation Contract to Knife River Construction, of Stockton (\$2,898,200)
- B. Task Order No. 5 with RMC Water and Environment, of Walnut Creek, for Engineering Services (\$36,000)
- C. Neil O. Anderson and Associates, of Lodi, for Construction Testing and Inspection Services (\$300,000)

MEETING DATE: March 20, 2013

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute agreements with the following entities for the Water Meter Program Phase 3 Project and appropriating funds in the amount of \$3,164,200:

- A. Awarding water meter installation contract to Knife River Construction, of Stockton, in the amount of \$2,898,200
- B. Task Order No. 5 with RMC Water and Environment, of Walnut Creek, for engineering services, in the amount of \$36,000
- C. Neil O. Anderson and Associates, of Lodi, for construction testing and inspection services in the amount of \$300,000

BACKGROUND INFORMATION: At the May 2, 2007 City Council meeting, the Water Meter Retrofit Policy was adopted. The primary objectives of the Water Meter Retrofit Policy were to accelerate the installation of residential water meters and shorten the time period during which customers would be paying for water on a flat rate versus on usage.

A. Construction Contract

At the October 20, 2010 City Council meeting, a seven-year construction phasing was approved and the property owner meter payment was capped at \$300 per parcel. The project area for Phase 3 is presented in Attachment A and includes the installation of 1,465 meters and the replacement of 20,230 feet (3.8 miles) of water main.

Plans and specifications for this project were approved on December 5, 2012. The City received six bids for the project on February 7, 2013; however a bid protest was received citing miscalculation of mobilization costs by the low bidder, and on February 20, 2013, City Council rejected all bids and authorized advertisement to rebid the project.

APPROVED: _____
Konradt Bartlam, City Manager

Adopt Resolution Authorizing City Manager to Execute Agreements with the Following Entities for the Water Meter Program Phase 3 Project and Appropriating Funds (\$3,164,200):

- A. Awarding Water Meter Installation Contract to Knife River Construction, of Stockton (\$2,898,200)
- B. Task Order No. 5 with RMC Water and Environment, of Walnut Creek, for Engineering Services (\$36,000)
- C. Neil O. Anderson and Associates, of Lodi, for Construction Testing and Inspection Services (\$300,000)

March 20, 2013

Page 2

On March 12, 2013, the following five bids were received:

Bidder	Location	Bid
Engineer's Estimate		\$3,586,060
Knife River Construction	Stockton	\$2,898,200
Teichert Construction	Davis	\$2,940,806
Vinciguerra Construction	Jackson	\$3,121,235*
Mozingo Construction	Oakdale	\$3,178,188
GM Construction & Developers	Citrus Heights	\$3,464,115

*Corrected Total

B. Engineering Services During Construction

Staff recommends RMC Water and Environment (RMC), of Walnut Creek, perform engineering services during construction. As the design engineer for this project, RMC is ideally suited to perform these duties. This is Task Order No. 5 (Attachment B) to the Master Professional Services Agreement and is a time-and-materials contract with a not-to-exceed maximum of \$36,000.

C. Construction Testing and Inspection Services

Staff recommends Neil O. Anderson, of Lodi, perform construction testing and inspection services for this project. Neil O. Anderson will provide two inspectors who will work under the direction and supervision of the City Construction Project Manager to provide quality control inspection and documentation of the daily work activities to insure compliance with contract requirements. The number of inspectors may need to be adjusted dependent on the contractor's work schedule. The total contract amount is \$300,000.

Appropriation

The total project appropriation is \$3,764,200 and includes the contracts described above, Public Works Engineering staff costs and contingency, as summarized below. The requested appropriation is \$3,164,200 due to an existing \$600,000 appropriation in the budget for this project. A portion of the contingency funds will be used to expand asphalt replacement areas based upon experience from the first two phases of the water meter program.

Budget Item	Amount
Construction Contract	\$2,898,200
Neil O. Anderson and Associates	\$300,000
RMC Construction Management	\$36,000
Public Works Engineering	\$30,000
Total	\$3,264,200
Project Contingency	\$500,000
Project Total Budget	\$3,764,200

FISCAL IMPACT:

Water main leak and service repairs will be reduced. No additional costs will be incurred for reading of the meters as they are automatically read concurrent with the reading of the electric meters.

Adopt Resolution Authorizing City Manager to Execute Agreements with the Following Entities for the Water Meter Program Phase 3 Project and Appropriating Funds (\$3,164,200):

- A. Awarding Water Meter Installation Contract to Knife River Construction, of Stockton (\$2,898,200)
- B. Task Order No. 5 with RMC Water and Environment, of Walnut Creek, for Engineering Services (\$36,000)
- C. Neil O. Anderson and Associates, of Lodi, for Construction Testing and Inspection Services (\$300,000)

March 20, 2013

Page 3

FUNDING AVAILABLE: Requested Appropriation:
Water Capital Fund (181): \$3,164,200

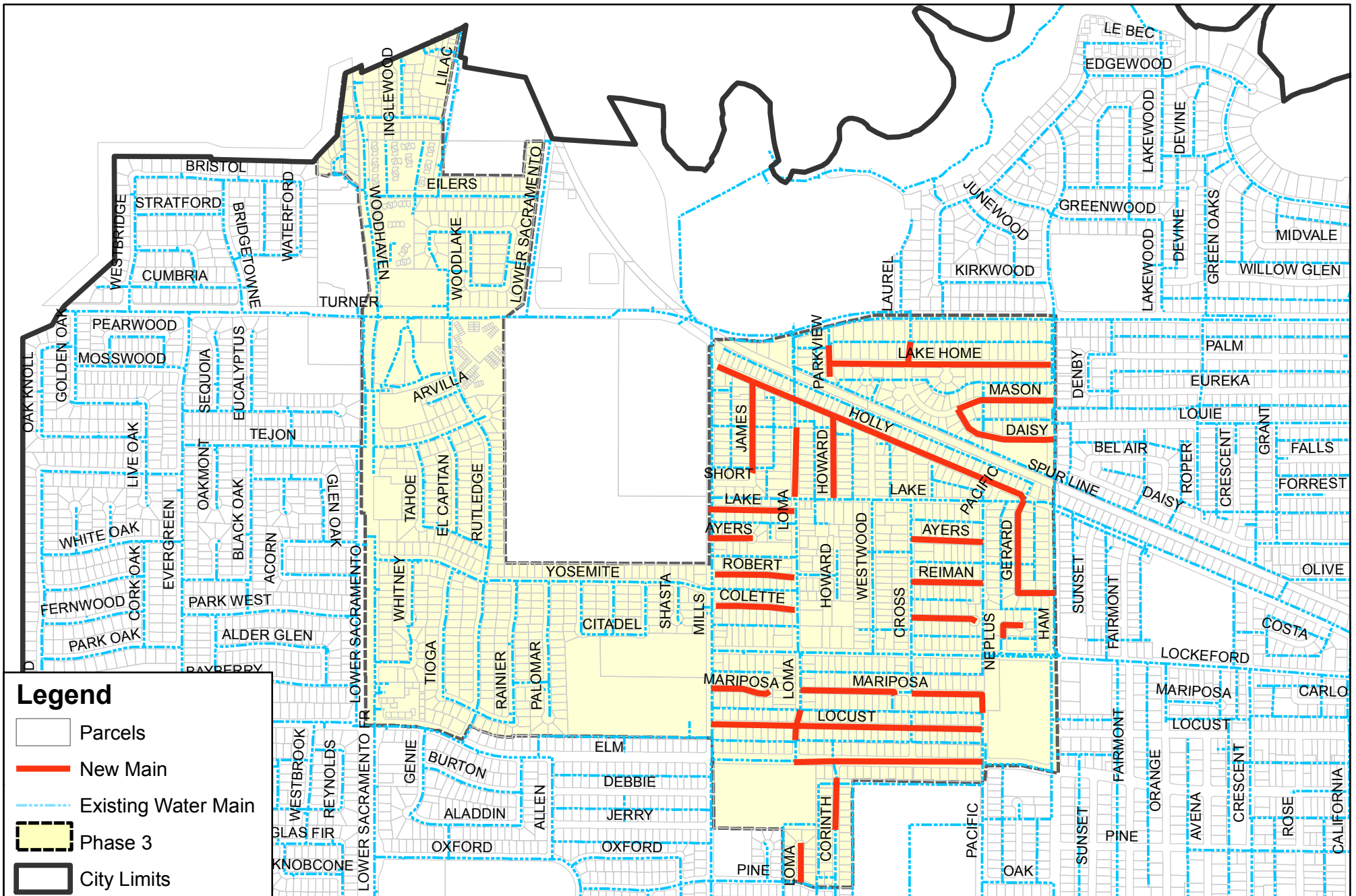
Jordan Ayers
Deputy City Manager/Internal Services Director

F. Wally Sandelin
Public Works Director

FWS/GW/pmf

Attachments

cc: Larry Parlin, Deputy Public Works Director
Gary Wiman, Construction Project Manager
Tony Valdivia, RMC Water and Environment
Neil O. Anderson and Associates



0 750 1,500
Feet



City of Lodi: Water Meter Program Phase 3

DRAFT

City of Lodi Water Meter Program

Task Order No. 5

Phase 3 Engineering Services During Construction

Exhibit A - Detailed Scope of Work

The City of Lodi (City) Water Meter Program (WMP) Phase 3 Meter Installation and Main Replacement Project consists of the construction/Installation of the following:

- Approximately 20,010 lineal feet of water main to replace existing, undersized mains located in backyard easements.
- Approximately 1,465 residential water meters and related water service improvements.

This Scope of Work (SOW) for engineering services during construction (ESDC) associated with the City's WMP Phase 3 project includes three tasks described below for the various work components and the responsible person(s), the applicable work phase and duration for the task, the deliverables, and assumptions used in developing the scope of work and associated level of effort included in the budget. The performance of this SOW by Consultant is for the sole benefit of the City and shall not be relied upon or used by any third party without the express written consent of the City and Consultant.

Basis for Scope and Fee: The basis for the scope and level of effort shown in the budget is a construction contract duration of 210 calendar days (approximately 147 working days or 30 weeks), extending from March 2013 to October 2013. The scope and fee reflect limited site visits to attend progress meetings at the City's request and periodic inspection of the contractor's performance. RMC will perform work only as requested by the City's Construction Manager (CM).

Task 1 – Engineering Services During Construction (ESDC)

Purpose: The Consultant shall provide engineering services during construction to review and respond to contractor submittals and City requested design related concerns, prepare record drawings, and to provide overall technical support to the City. The ESDC effort will be led by Jen Glynn (Project Engineer) and supported by the WMP Phase 3 design team of Mike Matson (Senior Reviewer), Tom Dugan and Victor Alaniz (CAD Production).

Phase/Duration: Entire Contract Period; March - October 2013

Task 1.1 – Submittal Review

As requested by the City's CM, Consultant will review and process contractor submittals for compliance with the Contract Documents. Consultant will prepare written submittal review comments for each submittal and determine appropriate submittal action by the contractor.

Assumptions:

- The level of effort is limited to the budgeted hours. It is estimated that up to 10 submittals would be reviewed by Consultant.

Deliverables:

- Written submittal review comments and action recommendation (e.g. Make Corrections Noted) on City standard form.

Task 1.2 – Clarifications and RFI Responses

Consultant will provide technical responses to contractor requests for information (RFIs), and prepare written Contract Document Clarifications (CDCs) to clarify requirements of the work, and provide technical support to resolve field issues and conflicts. Consultant will respond to RFIs and clarification requests as needed or as directed by the City. Consultant may conduct site visits to gain an understanding of field issues if required.

Assumptions:

- The level of effort is limited to the budgeted hours.
- Up to 20 RFIs have been assumed in establishing budgeted hours
- Consultant will make up to 2 site visits to investigate field conditions

Deliverables:

- Written CDCs and RFI responses using standard RMC forms

Task 1.3 – Record Drawings

Consultant will prepare record drawings from the contractor's complete as-built WMP Phase 3 drawings.

Assumptions:

- The City will be responsible for reviewing the Contractor's as-built drawings monthly and preparing comments to the Contractor's submitted as-built drawings.
- Contractor as-built markups will be of sufficient content and quality for implementing into design CAD files

Deliverables:

- Hard Copy: One (1) full size vellum set of drawings
- Electronic: One PDF file set of drawings and the specifications, and one set of AutoCAD files

Task 2 – Field Documentation Support (Optional)

Purpose: The Consultant will setup an MS Access database based on feedback from the City that would allow the City to record and track identified Phase 3 construction activities. The Phase 3 field database would be used by the City's CM to confirm monthly bid item pay quantities and become an asset management tool for the City for meter and mainline installation dates and records, existing service line and mainline conditions (e.g. material transition locations); linked GPS photos of valve locations and other information. Database development and support would be led by Tom Dugan.

Phase/Duration: Entire Contract Period; March - November 2013

Task 2.1 – Field Construction Database Development and Support

The Phase 3 field construction database will be developed from the 2010 field reconnaissance MS Access database and cross referenced to the APN and Address information shown on the Phase 3 plans. The Consultant will outline the contents of the Phase 3 construction database based on previous construction phases and present the outline to the City for comment. The Consultant will incorporate City comments and provide the City a final working copy for use by the City during Phase 3 Construction. The City will be responsible for data entry into the field construction database; the Consultant will provide database and troubleshooting support during the construction duration.

Assumptions:

- The City will provide comments to the P3 field construction database within a week of the consultant presenting the database outline.
- The City will be responsible for comparing the P3 field construction database APN and service address to the City managed customer database and making any necessary adjustments to the Phase 3 field construction database.
- Consultant will not be responsible for database coordination with National Meter.

Task 3: Project Management

Purpose: The Consultant will perform project management activities, including preparing monthly invoices and Task Order progress reports, coordinating with and reporting to City staff on project progress against the scope, budget and schedule; and managing subconsultant activities and progress. The Consultant shall also implement a quality assurance program for the project and conduct quality control reviews on work products.

Assumptions:

- Management activities over a 7 month construction duration

Deliverables:

- Monthly invoices and progress reports

City of Lodi
Water Meter Program Task Order No. 5

RMC WATER AND ENVIRONMENT

CITY OF LODI

Michael H. Matson, Sr. Vice President

Signature

Date

Printed Name

Title

Date

ATTEST:

RANDI JOHL
City Clerk

APPROVED AS TO FORM:

D. STEPHEN SCHWABAUER
City Attorney 



Fee Estimate

City of Lodi - Water Meter Program Phase 3 Engineering Services During Construction

Tasks	RMC Labor					Outside Services										ODCs		Total
	Mike Marino	Jim Pugh	Tom Dugan	Linda Orr	Gregory Wyck	Total Hours	Total Labor Costs (1)	Victor Arana	Josh	Total Hours	Total Labor Costs (2)	Subtotal	Sub Consultant Total Cost (3)	ODCs	Total ODCs (4)			
	Senior Engineer	Design Engineer	Project Engineer	Database Support	Project Admin			Utility Engineer	CAD									
	\$275	\$215	\$195	\$185	\$90			\$160	\$90									
Task 1: Engineering Services During Construction																		
1.1 Submittal Review		4	40			44	\$8,660			0	\$0	\$0	\$0		\$0	\$8,660		
1.2 Clarifications and RFI Responses		10	40			50	\$9,950			0	\$0	\$0	\$0	\$350	\$385	\$10,335		
1.3 Record Drawings		4	8			12	\$2,420	16	60	76	\$7,960	\$7,960	\$8,758	\$570	\$9,328	\$11,803		
Subtotal Task 1	0	18	88	0	0	106	\$21,030	16	60	76	\$7,960	\$7,960	\$8,758	\$920	\$1,012	\$30,798		
Task 2: Field Documentation Support (Optional)																		
2.1 Field Construction Database Development and Support			20	40		60	\$11,300	4		4	\$640	\$640	\$704		\$0	\$12,004		
Subtotal Task 2	0	0	20	40	0	60	\$11,300	4	0	4	\$640	\$640	\$704	\$0	\$0	\$12,004		
Task 3: Project Management																		
3.1 Project Management and QA/QC	8		8		8	24	\$4,480	4		4	\$640	\$640	\$704		\$0	\$5,184		
Subtotal Task 3	8	0	8	0	8	24	\$4,480	4	0	4	\$640	\$640	\$704	\$0	\$0	\$5,184		
TOTAL	8	18	116	40	8	190	\$36,810	24	60	84	\$9,240	\$9,240	\$10,164	\$920	\$1,012	\$47,888		

- The individual hourly rates include salary, overhead and profit.
- Subconsultants will be billed at actual cost plus 10%.
- Other direct costs (ODCs) such as reproduction, delivery, mileage (rates will be those allowed by current IRS guidelines), and travel expenses, will be billed at actual cost plus 10%.
- RMC reserves the right to adjust its hourly rate structure and ODC markup at the beginning of the calendar year for all ongoing contracts.

CITY OF LODI, CALIFORNIA

THIS CONTRACT made by and between the CITY OF LODI, State of California, herein referred to as the "City," and KNIFE RIVER CONSTRUCTION, herein referred to as the "Contractor."

WITNESSETH:

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

The complete Water Meter Program Phase 3 Meter Installation and Main Replacement Contract consists of the following documents which are incorporated herein by this reference, to-wit:

- Notice Inviting Bids
- Instruction to Bidders
- Bid Forms
- Contract
- Contract Bonds
- General Conditions
- General Requirements (Division 1)
- Technical Specifications (Division 2)
- Plans
- Addenda

All of the above documents, sometimes hereinafter referred to as the "Contract Documents," are intended to cooperate so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all said documents.

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the City and under the condition expressed in the two bonds bearing even date with these presents and hereunto annexed, the Contractor agrees with the City, at Contractor's cost and expense, to do all the work and furnish all the materials except such as are mentioned in the specifications to be furnished by the City, necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the City the proposed improvements as shown and described in the Contract Documents which are hereby made a part of the Contract.

ARTICLE II - The City hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide all materials and services not supplied by the City and to do the work according to the terms and conditions for the price herein, and hereby contracts to pay the same as set forth Clauses 65 and 66 of the General Conditions, in the manner and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III - The Contractor agrees to conform to the provisions of Chapter 1, Part 7, Division 2 of the Labor Code. The Contractor and any Subcontractor will pay the general prevailing wage rate and other employer payments for health and welfare, pension, vacation, travel time,

and subsistence pay, apprenticeship or other training programs. The responsibility for compliance with these Labor Code requirements is on the prime contractor.

ARTICLE IV - And the Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Plans and Contract Documents and the requirements of the Engineer under them, to-wit:

Perform the work necessary to construct approximately 19,220 lineal feet of 8-inch and 790 linear feet of 6-inch replacement water main and approximately 1,465 water meter assemblies including construction of all or portions of services, and other incidental and related work, in accordance with Plans and Specifications for Water Meter Program Phase 3 – Meter Installation and Main Replacement.

CONTRACT ITEMS

	Item	Qty	Unit	Unit Cost	Total Cost
Item	Water Main Installation				
1	Construction Notifications	1	LS	\$5,200.00	\$5,200.00
2	Excavation Safety	1	LS	\$11,000.00	\$11,000.00
3	Storm Water Pollution Prevention Plan, and Construction Site Monitoring and Reporting Plan	1	LS	\$17,000.00	\$17,000.00
4	Traffic Control	1	LS	\$17,000.00	\$17,000.00
5	Potholing	1	LS	\$26,000.00	\$26,000.00
6	Install 8" Water Main	19,220	LF	\$45.50	\$874,510.00
7	Install 6" Water Main	790	LF	\$44.00	\$34,760.00
8	Install 4" Water Main	245	LF	\$50.00	\$12,250.00
9	Install 8" Ductile Iron Water Main	200	LF	\$54.00	\$10,800.00
10	Install 6" Ductile Iron Water Main	100	LF	\$48.00	\$4,800.00
11	Install 8" Water Valve	40	EA	\$1,350.00	\$54,000.00
12	Install 6" Water Valve	50	EA	\$1,050.00	\$52,500.00
13	Install 4" Water Valve	1	EA	\$1,000.00	\$1,000.00
14	14" X 8" Hot Tap Connection	1	EA	\$2,400.00	\$2,400.00
15	10" X 8" Hot Tap Connection	3	EA	\$2,100.00	\$6,300.00
16	8" X 8" Hot Tap Connection	1	EA	\$2,000.00	\$2,000.00
17	8" X 6" Hot Tap Connection	1	EA	\$1,800.00	\$1,800.00
18	8" X 4" Hot Tap Connection	1	EA	\$1,700.00	\$1,700.00
19	6" X 6" Hot Tap Connection	12	EA	\$2,100.00	\$25,200.00
20	Connect New Main to Existing Main, Cut-In	27	EA	\$2,300.00	\$62,100.00
21	Cap and Abandon Existing Main, Cut-In	50	EA	\$550.00	\$27,500.00
22	Remove and Dispose of Asbestos Cement Pipe	100	LF	\$150.00	\$15,000.00
23	Install Fire Hydrant Assembly	8	EA	\$4,000.00	\$32,000.00
24	Reset Existing Fire Hydrant Assembly	8	EA	\$2,500.00	\$20,000.00
25	Install Blowoff	4	EA	\$1,800.00	\$7,200.00

	Item	Qty	Unit	Unit Cost	Total Cost
26	Remove and Reconstruct Asphalt Concrete Pavement on Elm Street	17,400	SF	\$3.50	\$60,900.00
27	Replace Additional Asphalt Concrete Pavement	30,000	SF	\$3.50	\$105,000.00
	Meter Installations	1,465			
28	Install Class A Meter Service	323	EA	\$70.00	\$22,610.00
29	Install Class B Meter Service	61	EA	\$230.00	\$14,030.00
30	Install Class C Meter Service	343	EA	\$640.00	\$219,520.00
31	Install Class D Meter Service	270	EA	\$660.00	\$178,200.00
32	Install Class E Meter Service	468	EA	\$1,640.00	\$767,520.00
33	Install Large Water Meter – Class B, C and D Add On	1	EA	\$475.00	\$475.00
34	Install Large Water Service and Meter – Class E	2	EA	\$2,350.00	\$4,700.00
35	Replace Angle Meter Stop Valves	100	EA	\$120.00	\$12,000.00
36	Excavate Existing Corporation Stop and Isolate Service	30	EA	\$550.00	\$16,500.00
37	Upgrade to Traffic Rated Water Meter Box	30	EA	\$70.00	\$2,100.00
38	Install Additional 1-inch Service Line	1,000	LF	\$14.00	\$14,000.00
39	Install 1.5-inch Service Line	500	LF	\$14.50	\$7,250.00
40	Install 2-inch Service Line	500	LF	\$15.00	\$7,500.00
41	Install Additional 1-inch Water Service Tap	5	EA	\$530.00	\$2,650.00
42	Install Additional 1.5-inch Water Service Tap	5	EA	\$690.00	\$3,450.00
43	Install Additional 2-inch Water Service Tap	5	EA	\$775.00	\$3,875.00
44	Abandon Additional Existing Service	5	EA	\$290.00	\$1,450.00
45	Construct Concrete Surface Restoration	4,500	SF	\$7.50	\$33,750.00
46	Mobilization / Demobilization	1	LS	\$57,500.00	\$57,500.00
47	Export/Import Fill Material	100	CY	\$42.00	\$4,200.00
48	All Other Items	1	LS	\$35,000.00	\$35,000.00
	Total Amount				\$2,898,200.00

ARTICLE V - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE VI - It is further expressly agreed by and between the parties hereto that, should there be any conflict between the terms of this instrument and the Bid Proposal of the Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE VII - The City is to furnish the necessary rights-of-way and easements and to establish lines and grades for the work as specified under the Technical Specifications. All labor or materials not mentioned specifically as being done by the City will be supplied by the Contractor to accomplish the work as outlined in the specifications.

ARTICLE VIII - The Contractor agrees to commence work pursuant to this contract on the date stipulated in the Notice to Proceed and to diligently prosecute to completion within 210 CALENDAR DAYS.

This Agreement provides for liquidated damages in the amount of \$5,000 per day for each day the work is not completed by the Contractor beyond the time specified in this Article.

WHEN SIGNING THIS CONTRACT, THE CONTRACTOR AGREES THAT THE TIME OF COMPLETION FOR THIS CONTRACT IS REASONABLE AND THE CONTRACTOR AGREES TO PAY THE CITY LIQUIDATED DAMAGES AS SET FORTH ABOVE. CONTRACTOR AGREES THAT THIS AMOUNT MAY BE DEDUCTED FROM THE AMOUNT DUE THE CONTRACTOR UNDER THE CONTRACT.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date written below.

CONTRACTOR:

CITY OF LODI

By: _____
Konradt Bartlam
City Manager

By: _____

Date: _____

Attest:

Title

City Clerk

(CORPORATE SEAL)

Approved As To Form

D. Stephen Schwabauer
City Attorney

AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1 PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on _____, 2013, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and NEIL O. ANDERSON AND ASSOCIATES (hereinafter "CONTRACTOR").

Section 1.2 Purpose

CITY selected the CONTRACTOR to provide the services required in accordance with attached Scope of Services, Exhibit A, attached and incorporated by this reference.

CITY wishes to enter into an agreement with CONTRACTOR for field inspectors, technical support and special inspection services for the Water Meter Program Phase 3 Meter Installation and Main Replacement Project (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibit A. CONTRACTOR acknowledges that it is qualified to provide such services to CITY.

ARTICLE 2 SCOPE OF SERVICES

Section 2.1 Scope of Services

CONTRACTOR, for the benefit and at the direction of CITY, shall perform the Scope of Services as set forth in Exhibit A.

Section 2.2 Time For Commencement and Completion of Work

CONTRACTOR shall commence work pursuant to this Agreement, upon receipt of a written notice to proceed from CITY or on the date set forth in Section 2.6, whichever occurs first, and shall perform all services diligently and complete work under this Agreement based on a mutually agreed upon timeline or as otherwise designated in the Scope of Services.

CONTRACTOR shall submit to CITY such reports, diagrams, drawings and other work products as may be designated in the Scope of Services.

CONTRACTOR shall not be responsible for delays caused by the failure of CITY staff to provide required data or review documents within the appropriate time frames. The review time by CITY and any other agencies involved in the project shall not be

counted against CONTRACTOR's contract performance period. Also, any delays due to weather, vandalism, acts of God, etc., shall not be counted. CONTRACTOR shall remain in contact with reviewing agencies and make all efforts to review and return all comments.

Section 2.3 Meetings

CONTRACTOR shall attend meetings as may be set forth in the Scope of Services.

Section 2.4 Staffing

CONTRACTOR acknowledges that CITY has relied on CONTRACTOR's capabilities and on the qualifications of CONTRACTOR's principals and staff as identified in its proposal to CITY. The Scope of Services shall be performed by CONTRACTOR, unless agreed to otherwise by CITY in writing. CITY shall be notified by CONTRACTOR of any change of Project Manager and CITY is granted the right of approval of all original, additional and replacement personnel at CITY's sole discretion and shall be notified by CONTRACTOR of any changes of CONTRACTOR's project staff prior to any change.

CONTRACTOR represents it is prepared to and can perform all services within the Scope of Services (Exhibit A) and is prepared to and can perform all services specified therein. CONTRACTOR represents that it has, or will have at the time this Agreement is executed, all licenses, permits, qualifications, insurance and approvals of whatsoever nature are legally required for CONTRACTOR to practice its profession, and that CONTRACTOR shall, at its own cost and expense, keep in effect during the life of this Agreement all such licenses, permits, qualifications, insurance and approvals, and shall indemnify, defend and hold harmless CITY against any costs associated with such licenses, permits, qualifications, insurance and approvals which may be imposed against CITY under this Agreement.

Section 2.5 Subcontracts

Unless prior written approval of CITY is obtained, CONTRACTOR shall not enter into any subcontract with any other party for purposes of providing any work or services covered by this Agreement.

Section 2.6 Term

The term of this Agreement commences on March 1, 2013 and terminates upon the completion of the Scope of Services or on December 31, 2013, whichever occurs first.

ARTICLE 3 **COMPENSATION**

Section 3.1 Compensation

CONTRACTOR's compensation for all work under this Agreement shall conform to the provisions of the Fee Proposal, attached hereto as Exhibit B and incorporated by this reference. Time and materials not to exceed \$300,000.

CONTRACTOR shall not undertake any work beyond the scope of this Agreement unless such additional work is approved in advance and in writing by CITY.

Section 3.2 Method of Payment

CONTRACTOR shall submit invoices for completed work on a monthly basis, or as otherwise agreed, providing, without limitation, details as to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the Scope of Services said work is attributable. CONTRACTOR's compensation for all work under this Agreement shall not exceed the amount of the Fee Proposal.

Section 3.3 Costs

The Fee Proposal shall include all reimbursable costs required for the performance of the Scope of Services. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved in advanced and in writing, by CITY.

Section 3.4 Auditing

CITY reserves the right to periodically audit all charges made by CONTRACTOR to CITY for services under this Agreement. Upon request, CONTRACTOR agrees to furnish CITY, or a designated representative, with necessary information and assistance needed to conduct such an audit.

CONTRACTOR agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONTRACTOR agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONTRACTOR further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.

ARTICLE 4
MISCELLANEOUS PROVISIONS

Section 4.1 Nondiscrimination

In performing services under this Agreement, CONTRACTOR shall not discriminate in the employment of its employees or in the engagement of any sub CONTRACTOR on the basis of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, age, or any other criteria prohibited by law.

Section 4.2 ADA Compliance

In performing services under this Agreement, CONTRACTOR shall comply with the Americans with Disabilities Act (ADA) of 1990, and all amendments thereto, as well as all applicable regulations and guidelines issued pursuant to the ADA.

Section 4.3 Indemnification and Responsibility for Damage

CONTRACTOR to the fullest extent permitted by law, shall indemnify and hold harmless CITY, its elected and appointed officials, directors, officers, employees and volunteers from and against any claims, damages, losses, and expenses (including reasonable attorney's fees), arising out of performance of the services to be performed under this Agreement, provided that any such claim, damage, loss, or expense is caused by the negligent acts, errors or omissions of CONTRACTOR, any subcontractor employed directly by CONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, except those injuries or damages arising out of the active negligence of the City of Lodi or its officers or agents.

Section 4.4 No Personal Liability

Neither the City Council, nor any other officer or authorized assistant or agent or City employee shall be personally responsible for any liability arising under this Agreement.

Section 4.5 Responsibility of CITY

CITY shall not be held responsible for the care or protection of any material or parts of the work described in the Scope of Services prior to final acceptance by CITY, except as expressly provided herein.

Section 4.6 Insurance Requirements for CONTRACTOR

CONTRACTOR shall take out and maintain during the life of this Agreement, insurance coverage as set forth in Exhibit C attached hereto and incorporated by this reference.

Section 4.7 Successors and Assigns

CITY and CONTRACTOR each bind themselves, their partners, successors, assigns, and legal representatives to this Agreement without the written consent of the others. CONTRACTOR shall not assign or transfer any interest in this Agreement without the prior written consent of CITY. Consent to any such transfer shall be at the sole discretion of CITY.

Section 4.8 Notices

Any notice required to be given by the terms of this Agreement shall be in writing signed by an authorized representative of the sender and shall be deemed to have been given when the same is personally served or upon receipt by express or overnight delivery, postage prepaid, or three (3) days from the time of mailing if sent by first class or certified mail, postage prepaid, addressed to the respective parties as follows:

To CITY: City of Lodi
 221 West Pine Street
 P.O. Box 3006
 Lodi, CA 95241-1910
 Attn: Wally Sandelin, Public Works Director

To CONTRACTOR: Neil O. Anderson and Associates
 902 Industrial Way
 Lodi, CA 95240
 Attn: Larry Matthews, Principal

Section 4.9 Cooperation of CITY

CITY shall cooperate fully and in a timely manner in providing relevant information it has at its disposal relevant to the Scope of Services.

Section 4.10 CONTRACTOR is Not an Employee of CITY

CONTRACTOR agrees that in undertaking the duties to be performed under this Agreement, it shall act as an independent contractor for and on behalf of CITY and not an employee of CITY. CITY shall not direct the work and means for accomplishment of the services and work to be performed hereunder. CITY, however, retains the right to require that work performed by CONTRACTOR meet specific standards without regard to the manner and means of accomplishment thereof.

Section 4.11 Termination

CITY may terminate this Agreement, with or without cause, by giving CONTRACTOR at least ten (10) days written notice. Where phases are anticipated within the Scope of Services, at which an intermediate decision is required concerning whether to proceed further, CITY may terminate at the conclusion of any such phase.

Upon termination, CONTRACTOR shall be entitled to payment as set forth in the attached Exhibit B to the extent that the work has been performed. Upon termination, CONTRACTOR shall immediately suspend all work on the Project and deliver any documents or work in progress to CITY. However, CITY shall assume no liability for costs, expenses or lost profits resulting from services not completed or for contracts entered into by CONTRACTOR with third parties in reliance upon this Agreement.

Section 4.12 Confidentiality

CONTRACTOR agrees to maintain confidentiality of all work and work products produced under this Agreement, except to the extent otherwise required by law or permitted in writing by CITY. CITY agrees to maintain confidentiality of any documents owned by CONTRACTOR and clearly marked by CONTRACTOR as "Confidential" or "Proprietary", except to the extent otherwise required by law or permitted in writing by CONTRACTOR. CONTRACTOR acknowledges that CITY is subject to the California Public Records Act.

Section 4.13 Applicable Law, Jurisdiction, Severability, and Attorney's Fees

This Agreement shall be governed by the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be venued with the San Joaquin County Superior Court. If any part of this Agreement is found to conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in force and effect. In the event any dispute between the parties arises under or regarding this Agreement, the prevailing party in any litigation of the dispute shall be entitled to reasonable attorney's fees from the party who does not prevail as determined by the San Joaquin County Superior Court.

Section 4.14 City Business License Requirement

CONTRACTOR acknowledges that Lodi Municipal Code Section 3.01.020 requires CONTRACTOR to have a city business license and CONTRACTOR agrees to secure such license and pay the appropriate fees prior to performing any work hereunder.

Section 4.15 Captions

The captions of the sections and subsections of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question or interpretation or intent hereunder.

Section 4.16 Integration and Modification

This Agreement represents the entire understanding of CITY and CONTRACTOR as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing, signed by both parties.

Section 4.17 Contract Terms Prevail

All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and the attached exhibits, the terms of this Agreement shall prevail.

Section 4.18 Severability

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

Section 4.19 Ownership of Documents

All documents, photographs, reports, analyses, audits, computer media, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared under this Agreement, shall be deemed the property of CITY. Upon CITY's request, CONTRACTOR shall allow CITY to inspect all such documents during CONTRACTOR's regular business hours. Upon termination or completion of services under this Agreement, all information collected, work product and documents shall be delivered by CONTRACTOR to CITY within ten (10) calendar days.

CITY agrees to indemnify, defend and hold CONTRACTOR harmless from any liability resulting from CITY's use of such documents for any purpose other than the purpose for which they were intended.

Section 4.20 Authority

The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.

Section 4.21 Federal Transit Funding Conditions

☐ If the box at left is checked, the Federal Transit Funding conditions attached as Exhibit apply to this contract. In the event of a conflict between the terms of this contract or any of its other exhibits, and the Federal Transit Funding Conditions, the Federal Transit Funding Conditions will control.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Agreement as of the date first above written.

CITY OF LODI, a municipal corporation

ATTEST:

RANDI JOHL
City Clerk

KONRADT BARTLAM, City Manager

APPROVED AS TO FORM:
D. STEPHEN SCHWABAUER, City Attorney
JANICE D. MAGDICH, Deputy City Attorney

NEIL O. ANDERSON & ASSOCIATES

By: _____


By: _____
Name:
Title:

Attachments:
Exhibit A – Scope of Services
Exhibit B – Fee Proposal
Exhibit C – Insurance Requirements

FUNDING SOURCE: 181466.1825.2150

Doc ID:

CA:rev.01.2011

Water Meter Program Phase 3 Meter Installation and Main Replacement Project
Neil O. Anderson and Associates
Scope of Services

Provide two (2) fulltime inspectors to assist and report to the Construction Project Manager for the Water Meter Program Phase 3 Meter Installation and Main Replacement Project.

Inspectors shall be approved by the City and are expected to have prior experience in public works construction, engineering, surveying, or a related field. Inspectors shall not be changed except as requested or approved by the City.

Duties Include:

1. Inspect and monitor public works construction and maintenance projects for conformance to codes, standards, specifications, and regulations. Reviews plans, conducts tests, and conducts field inspection.
2. Prepares and keeps up-to-date daily job status reports.
3. Confers with the Construction Manager on plans and specifications; discusses plans and field work with engineering technicians and field crews.
4. Confers with contractors, supervisors, foreman, workmen, and other private sector individuals.
5. Uses and calibrates the nuclear compaction gauge.
6. Other project related duties as requested by the City.

Knowledge of:

1. Construction materials, methods, equipment and techniques for basis public works projects. Specifically water utilities.
2. Basic construction materials testing methods and procedures.
3. Basic math.
4. Principles of construction administrations.

Ability to:

1. Learn the principles, practices, and techniques of advanced public works inspection.
2. Read and interpret public works and architectural construction plans and specifications.
3. Inspect basic public works and related construction projects to determine compliance with approved plans and specifications.
4. Interpret City/State laws, rules, and regulations.
5. Maintain records and prepare accurate written reports.
6. Establish and maintain cooperative working relationships with the public, contractors, and city employees.



NEIL O. ANDERSON
AND ASSOCIATES

GEOTECHNICAL ENGINEERING
TESTING AND INSPECTION SERVICES
CERTIFIED LABORATORIES
ENVIRONMENTAL SERVICES
FOUNDATION ENGINEERING
AQUATIC DESIGN AND ENGINEERING
RENEWABLE ENERGY RESOURCES

January 10, 2013

Proposal No.: 5281

Mr. Gary Wiman
City of Lodi
221 W. Pine Street
Lodi CA 95240

Subject: Proposal for Testing & Observation Services
City of Lodi Water Meter Program Phase 3
Various Location – Lodi, California

Dear Mr. Wiman:

Thank you for the opportunity to submit the following rates to provide construction observation and testing services for the subject project.

Additional services requested beyond what is specifically outlined will be billed per our attached standard fee schedule.

Time will be charged in 2, 4, 6 and 8 hour increments with a 2 hour minimum for field inspections and observation and shall be billed from portal to portal. Weekends and holidays will be charged in 4 and 8 hour increments.

We can begin services upon receipt of a purchase order or signature on our standard agreement.

If you have questions, please call me at (209) 367-3701 or e-mail larry.mathews@noanderson.com. Troy and I would be happy to meet at your convenience.

Sincerely,

Larry Mathews, Principal
Marketing Director

cc: Troy Schiess



GEOTECHNICAL
 ENVIRONMENTAL
 INSPECTIONS & TESTING
 LABORATORY SERVICES
 POOL ENGINEERING
 POST TENSION DESIGN

Project Name: City of Lodi Water Meter Program - Phase 3 Construction T&I

Proposal Number: 5281

Service	Rate
<u>Soils/AC</u>	
Engineering Site Obs	\$ 170.00 /hour
AC/Soil Inspector w/ Nuc Gauge	\$ 86.00 /hour
Proctor Mod Effort 4 in D1557	\$ 200.00 /each
Proctor Mod Effort 6 in D1557	\$ 220.00 /each
CTM301 R Value	\$ 285.00 /each
CTM206/C127 Sp Grv/AbsCrs Agg	\$ 140.00 /each
CTM309 Max Theo SpG w/ Dry Bck	\$ 165.00 /each
CTM382 Ignition Furnace Asphalt Content	\$ 160.00 /each
CTM 382 Ignition Furnace Calibration (1 per new source)	\$ 400.00 /each



NEIL O. ANDERSON
AND ASSOCIATES

GEOTECHNICAL ENGINEERING
TESTING AND INSPECTION SERVICES
CERTIFIED LABORATORIES
ENVIRONMENTAL SERVICES
FOUNDATION ENGINEERING
AQUATIC DESIGN AND ENGINEERING
RENEWABLE ENERGY RESOURCES

January 10, 2013

Proposal No.: 5282

Mr. Gary Wiman
City of Lodi
221 W. Pine Street
Lodi CA 95240

Subject: Proposal for Testing & Observation Services
City of Lodi Water – Public Works Contract Inspection
Various Location – Lodi, California

Dear Mr. Wiman:

Thank you for the opportunity to submit the following rates and resumes to provide contract inspection services for the subject project.

Additional services requested beyond what is specifically outlined will be billed per our attached standard fee schedule.

Time will be billed from portal to portal. Weekends and holidays will be charged in 4 and 8 hour increments.

We can begin services upon receipt of a purchase order or signature on our standard agreement.

If you have questions, please call me at (209) 367-3701 or e-mail larry.mathews@noanderson.com. Troy and I would be happy to meet at your convenience.

Sincerely,

Larry Mathews, Principal
Marketing Director

cc: Troy Schiess



GEOTECHNICAL
 ENVIRONMENTAL
 INSPECTIONS & TESTING
 LABORATORY SERVICES
 POOL ENGINEERING
 POST TENSION DESIGN

Project Name: City of Lodi - Public Works Contract Inspection
Proposal Number: 5282

Service	Rate
<u>Soils/AC</u>	
Lead Project Inspector - Regular Time - 8 hour shift	\$ 751.20 /shift
Lead Project Inspector - Time & 1/2 add:	\$ 123.90 /hour
Lead Project Inspector - Double Time add:	\$ 153.90 /hour
Construction Project Inspector - Regular Time - 8 hour shift	\$ 724.00 /shift
Construction Project Inspector - Time & 1/2 add:	\$ 120.50 /hour
Construction Project Inspector - Double Time add:	\$ 150.50 /hour

*Overtime & double time will be billed per California labor law.



GEOTECHNICAL
 ENVIRONMENTAL
 INSPECTIONS & TESTING
 LABORATORY SERVICES
 POOL ENGINEERING
 POST TENSION DESIGN

2013 SCHEDULE OF FEES

(FOR CUSTOMER REF ONLY)

ENGINEERING SERVICES	
Senior Principal Engineer	195.00/hr
Principal Engineer/Geologist	175.00/hr
Senior Engineer / Geologist / Scientist	160.00/hr
Project Engineer / Geologist/ Scientist	150.00/hr
Staff Engineer / Geologist / Scientist	130.00/hr
Expert Consulting	230.00/hr
Expert Testimony	460.00/hr
Asphalt Concrete Consulting	145.00/hr
ICC Inspector (Reinforcing Steel, Masonry, Concrete, Structural Steel, Post Tension, Fireproofing)	82.00/hr
AC/Soils Inspector with Nuclear Gauge	86.00/hr
Certified Field/Shop Welding Inspector (AWS/CWI)	95.00/hr
DSA Masonry Inspector	95.00/hr
CAD Designer	95.00/hr
CAD Drafter	80.00/hr
Accountant	95.00/hr
Administrative Assistant	60.00/hr
EXPLORATION	
Geophysical:	
Seismic Refraction 1D-3D, Seismic Source DAQlink III, 24 Channel Acquisition System, 2 man crew	275.00/hr
Multi-Channel Analysis of Surface Waves 1D-3D, Seismic Source DAQlink III, 24 Channel Acquisition System, 2 man crew	275.00/hr
Ground Penetrating Radar, special antennas may warrant additional charge	225.00/hr
In-situ Soil Resistivity Testing, Mini-res tester	170.00/hr
Post Processing and Analysis	160.00/hr
Drilling:	
Drilling and Sampling (AMS and Simco track rigs, 2-person crew)	245.00/hr
Drilling and Sampling (Simco 2400, Mobile B24 drill rig, Minute Man, 2 person crew)	225.00/hr
Drilling and Sampling (CME75 Auger)	285.00/hr
Drilling and Sampling (CME75 Mud Rotary w/desander)	325.00/hr
Drilling and Sampling (CME75 Rock Coring)	Request Quote
Borehole Grouting	285.00/hr
Hand-Auger Soil Sample (1-person Crew)	140.00/hr
Coring (Equipment plus Operator, quote will be given upon request for second operator)	145.00/hr
Coring Trailer (includes operator)	165.00/hr
Bit Charges per 6" max core length, 4" max core diameter	34.00/ea
Support Truck not including mileage (500 gallon water tank)	250.00/day
2"x6" Stainless-Steel Tubes and Caps, recycled	10.00/each
Permitting Fees	Cost + 20%
Bailers (disposable)	10.00/ea
Sampling Supplies (gloves, water, rope, etc.)	25.00/day
Photo-ionization Detector (PID)	125.00/day

902 Industrial Way, Lodi CA 95240 P:209.367.3701 F:209.333.8303

50 Goldenland Ct, #100, Sacramento CA 95834 P:916.928.4690 F:916.928.4697

5051 Commercial Cir, Unit B, Concord CA 94520 P:925.609.7224 F:925.609.6324

Updated: 1/1/2013

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EXHIBIT B



GEOTECHNICAL
ENVIRONMENTAL
INSPECTIONS & TESTING
LABORATORY SERVICES
POOL ENGINEERING
POST TENSION DESIGN

Water Level Indicator	30.00/day
ph/Conductivity/Temp Meter	50.00/day
Dissolved Oxygen Meter	50.00/day
Steam Cleaner	100.00/day
Cement Pump and Mixer	100.00/day
Drums	75.00/ea
Supplies	Cost + 20%
Laboratory Analysis	Cost + 20%
GEOTECHNICAL SOILS AND AGGREGATES	
LABORATORY	
AGGREGATES	
Sodium or Magnesium Sulphate Soundness ASTM C88 Fine or Coarse (5 cycles), per sieve size	350.00/ea
Injurious Organic Matter (fine aggregate) ASTM C40	75.00/ea
Unit Weight (aggregate) ASTM C29	80.00/ea
Sand Equivalent Test CTM 217	155.00/ea
Specific Gravity: Fine ASTM C128 and Coarse ASTM C127	80.00/ea
Absorption Test, Fine or Coarse Aggregates	70.00/ea
Specific Gravity, Fine, C128	140.00/ea
Specific Gravity, Coarse, C127	140.00/ea
Los Angeles Rattler Test (500 revolutions) ASTM C131	675.00/ea
Cleanliness Value, Coarse Aggregate CTM 227	200.00/ea
Durability Index: Fine Aggregate CTM 229 and Coarse Aggregate CTM 229	165.00/ea
Percent Crushed Particles C142	165.00/ea
Cal Trans Class II Aggregate Base Conformance Test (R-Value, Gradation, SE, Durability)	695.00/ea
SOILS	
Atterberg Limit CTM204/125/D4318	125.00/ea
Permeability (Falling Head)	280.00/ea
Specific Gravity Determination ASTM D854	80.00/ea
Specific Gravity Coarse Agg C127	140.00/ea
Specific Gravity Fine Agg C128	140.00/ea
Combined Grading (coarse & fine) ASTM C136/CTM 202	140.00/ea
Grading Analysis, fine with wash ASTM C136	115.00/ea
Grading Analysis, % minus #200 ASTM C112	80.00/ea
Hydrometer Analysis ASTM D422	230.00/ea
Laboratory Maximum Dry Density/Optimum Moisture Content Determination	
4" mold AASHTO T99, ASTM D698	220.00/ea
6" mold AASHTO T99, ASTM D698	230.00/ea
4" mold AASHTO T180, ASTM D1557	220.00/ea
6" mold AASHTO T180, ASTM D1557	230.00/ea
California Wet to Wet CTM 216	230.00/ea
CTM 301 R-Value (Untreated Samples)	285.00/ea
Cement-Stabilized Samples CTM 301	325.00/ea
Lime-Stabilized Samples CTM 301	325.00/ea
pH Test	125.00/ea
pH-Lime Determination Test	175.00/ea
Resistivity and pH Test CTM 643	485.00/ea

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GEOTECHNICAL
ENVIRONMENTAL
INSPECTIONS & TESTING
LABORATORY SERVICES
POOL ENGINEERING
POST TENSION DESIGN

Swell Test (Expansion Index) UBC 18-2	230.00/ea
Compressive Strength of Lime-Treated Specimens CTM 373 Compressive Strength of Cement Treated Specimens ASTM D1632 and ASTM D1633	300.00/ea
Percent Lime Design, based on compressive strength (includes R-value, pH Lime Determination and Unconfined Compressive Strength)	1200.00/ea
Unconfined Compression Test	120.00/ea
Direct Shear Test:	
Unconsolidated – Undrained	140.00/point
Consolidated – Undrained	165.00/point
Consolidated – Drained	185.00/point
Triaxial Compression Test	
Unconsolidated Undrained Triax D2850	185.00/point
Consolidated Undrained Triax D4767	Request Quote
Consolidated – Drained	Request Quote
Consolidated – Undrained with Pore Pressure Measurements	Request Quote
Consolidation Test:	
Swell Only	200.00/ea
Consolidation without Time Rate	340.00/ea
Consolidation with Time Rate, per load increment (additional charge)	120.00/ea
ASPHALT CONCRETE	
State of California Asphalt Concrete Mix Design:	
CTM 202 Sieve Course Agg	60.00/ea
CTM 202 Sieve Fine Agg	85.00/ea
CTM 202 Sieve Recycle AC	110.00/ea
CTM 204 Plasticity Index	125.00/ea
CTM 205 Determining % Crushed Particles	200.00/ea
CTM 206 Bulk SpG & Absor Coarse Agg	70.00/ea
CTM 207 Bulk SpG (SDD) Fine Agg	90.00/ea
CTM 211 LA Rattler	Request Quote
CTM 214/C88 Sodium Sulfate Soundness (per sieve)	120.00/ea
CTM 217/D2419 Sand Equivalent	120.00/ea
CTM 227 Cleanness Coarse Agg	150.00/ea
CTM 229 Durability Index	165.00/ea
CTM 303 Kc & Kf	150.00/ea
CTM 304 AC Sample Preparation	100.00/ea
CTM 304 with Lime Treat	125.00/ea
CTM 308 Bulk Spec Grav Bit Mix	50.00/ea
CTM 309 Theo Spec Grav Bit Mix	165.00/ea
CTM 366/D1560 Stabilometer Value (Set of 3)	310.00/ea
CTM 371 Tensile Strength Ratio Lab Mix	1800.00/ea
CTM 371 Tensile Strength Ratio Field Mix	1400.00/ea
CTM 382 Ignition Oven Asphalt Content	160.00/ea
CTM 382 Ignition Furnace Calibration	400.00/ea
LP-1 Theo Max SpG Mix with Dif AC Cont	150.00/ea
LP-2 Bulk SpG Agg Blend	100.00/ea
LP-3 Voids Filled with Asphalt	50.00/ea
LP-4 Dust Proportion	50.00/ea
LP-10 Sampling and Testing CRM	175.00/ea

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5051 Commercial Cir, Unit B, Concord CA 94520 P:925.609.7224 F:925.609.6324

Updated: 1/1/2013

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EXHIBIT B



GEOTECHNICAL
 ENVIRONMENTAL
 INSPECTIONS & TESTING
 LABORATORY SERVICES
 POOL ENGINEERING
 POST TENSION DESIGN

AASHTO T304 Fine Angularity	200.00/ea
ASTM D4791 Flat and Elongated Particles	200.00/ea
Marshall Mix:	
Mix Design	Request Quote
ASTM D1559 Stability & Flow	110.00/ea
ASTM D1075 Immersion & Compression Retained Strength	110.00/ea
ASTM D2726 Unit Weight	60.00/ea
ASTM D2172 Extraction	200.00/ea
ASTM D2172 Extraction with Gradation	275.00/ea
ASTM D2041, D2172 Maximum (Rice) Specific Gravity of Bituminous Mixtures	150.00/ea
CONCRETE	
TECHNICAL	
Concrete Mix Design Review	200.00/ea
Additional Concrete Mix Design (using same materials)	150.00/ea
Concrete Mix Design with Trial Batch & Concrete Cylinder Compression Tests	Request Quote
Floor Flatness Testing	135.00/hr
Floor Flatness Report	450.00/ea
Unit Weight Fireproofing	50.00/ea
LABORATORY	
Compression Test Concrete Cylinders	26.00/ea
Flexural Strength, Concrete Beams, 6"x6"x24 ASTM C78	125.00/ea
Cylinder Molds (6"x12")	7.00/ea
Cement Content of Hardened Portland Cement Concrete ASTM C85	Request Quote
Shrink Bar Testing (3 bars per set) ASTM C157	420.00/set
Compression Tests on Core Specimens (includes prep) ASTM C42	80.00/ea
Calcium Chloride Moisture Test Kit (includes calculations)	80.00/ea
MASONRY BRICK/BLOCK/TILE	
Compression Tests on Core Specimens (includes prep) ASTM C42	80.00/ea
Shear Tests Masonry Core	145.00/ea
Compression Tests:	
Compression Test Grout Molds	26.00/ea
Compression Test Mortar Cylinder	26.00/ea
Compression 2"x4" Cylinder Molds	8.00/ea
Compression Masonry Prism (2-block, mortared & grouted)	175.00/ea
Concrete Masonry Unit:	
Compression Test Masonry Unit 8"x8"x16"	175.00/ea
Masonry Absorption Tests ASTM C140	105.00/ea
Masonry Shrinkage (Volume Change)	175.00/ea
Masonry Lineal Shrinkage with Absorption	260.00/ea
Masonry Shrinkage with Absorption and Compression	375.00/ea
STEEL AWS/ASTM/ASME/ANSI/API	
NON-DESTRUCTIVE TESTING	
High Strength Bolt (HSB) Testing	130.00/hr
Bolt Pull/Load Testing	130.00/hr
Rebar Pull Testing	130.00/hr
Ceiling Wire Pull Testing	130.00/hr
NDT GPR	160.00/hr
Pachometer	110.00/hr

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EXHIBIT B



GEOTECHNICAL
ENVIRONMENTAL
INSPECTIONS & TESTING
LABORATORY SERVICES
POOL ENGINEERING
POST TENSION DESIGN

LABORATORY	
Structural Steel	
Tensile & Bend Tests:	
Reinforcement Steel Tensile & Bend <5	135.00/ea
Reinforcement Steel Tensile & Bend 6 to 9	165.00/ea
Reinforcement Steel No. 10 and larger	205.00/ea, plus machining cost +20%
High-strength Bolt, Nut & Washer Testing	350.00/set
Rockwell Hardness Test	70.00/ea
HSB Torque Wrench Calibration	320.00/ea
Welder Qualification and Weld Procedure Qualifications:	
Weld Procedure Qualifications	750.00/ea
Welder Qualification Plate Groove Weld- 1G, 2G, 3G, 4G	130.00/ea
Welder Qualification Pipe Groove Weld - 1G, 2G, 5G, 6G, 6GR	225.00/ea
Welder Qualification Plate Fillet Weld - 1F, 2F, 3F, 4F	75.00/ea
Welder Qualification Pipe Fillet Weld - 1F, 2F, 4F, 5F	95.00/ea
WPS Test Plate (set)	65.00/ea
WPS Test Pipe (set)	85.00/ea
STANDARD POOL ENGINEERING SERVICES	
<i>The fees quoted include response to plan check.</i>	
Contractor Standard Shotcrete & Reinforcement Detail Plan "Standard Pool Plan"	125.00/ea
Owner/Builder Standard Shotcrete & Reinforcement Detail Plan (Standard Plan include 2 sheets of plan and calculations)	300.00/ea
Structural Design Computations	20.00/ea
Cover Pages	10.00/ea
Additional Plan Sheets	10.00/ea
Pool Vendor Remodel Plan	195.00/ea
Owner Builder Remodel Plan	500.00/ea
Commercial Pool Plan	Request Quote 1,500.00/min
Commerical/Vault Pool Plan	Request Quote 2,000.00/min
Standard Swimming Pool Detail	150.00/min
Custom Swimming Pool Detail	500.00/min
Standard Retaining Wall Design (30 inch maximum height)	150.00/ea
Custom Retaining Wall Design (1 height)	500.00/min
Additional Heights	150.00/ea
Consulting Letter	175.00/min
On-Site Steel and/or Excavation Observation	350.00/min
Patio Corner/Trellis Design	Request Quote 800.00/min
Full Service Aquatic Design	Request Quote
Treelake Schedule	150.00/set
Epoxy Injection	1,500/first 10', 60.00/ft. after

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5051 Commercial Cir, Unit B, Concord CA 94520 P:925.609.7224 F:925.609.6324

Updated: 1/1/2013

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EXHIBIT C

Insurance Requirements for Contractor The Contractor shall take out and maintain during the life of this contract, insurance coverage as listed below. These insurance policies shall protect the Contractor and any subcontractor performing work covered by this contract from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from Contractor's operations under this contract, whether such operations be by Contractor or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amount of such insurance shall be as follows:

- | | |
|---|--|
| 1. <u>COMPREHENSIVE GENERAL LIABILITY</u> | 2. <u>COMPREHENSIVE AUTOMOBILE LIABILITY</u> |
| \$1,000,000 Ea. Occurrence | \$1,000,000 Bodily Injury - Ea. Person |
| | \$1,000,000 Bodily Injury - Ea. Occurrence |
| \$2,000,000 Aggregate | \$1,000,000 Property Damage - Ea. Occurrence |

NOTE: Contractor agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).

NOTE: (1) The street address of the CITY OF LODI must be shown along with (a) and (b) above: 221 West Pine Street, Lodi, California, 95241-1910; (2) The insurance certificate must state, on its face or as an endorsement, a description of the project that it is insuring.

A copy of the certificate of insurance with the following endorsements shall be furnished to the City:

(a) Additional Named Insured Endorsement

Such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed Boards, Commissions, Officers, Agents, Employees, and Volunteers as additional named insureds.

(This endorsement shall be on a form furnished to the City and shall be included with Contractor's policies.)

(b) Primary Insurance Endorsement

Such insurance as is afforded by the endorsement for the Additional Insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.

(c) Severability of Interest Clause

The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability.

(d) Notice of Cancellation or Change in Coverage Endorsement

This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 W. Pine St., Lodi, CA 95240.

Compensation Insurance The Contractor shall take out and maintain during the life of this contract, Worker's Compensation Insurance for all of Contractor's employees employed at the site of the project and, if any work is sublet, Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide insurance for the protection of said employees. This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 W. Pine St., Lodi, CA 95240. A Waiver of Subrogation against the City of Lodi is required.

NOTE: No contract agreement will be signed nor will any work begin on a project until the proper insurance certificate is received by the City.

2. JV# _____

TO:	Internal Services Dept. - Budget Division		
3. FROM:	Rebecca Areida-Yadav	5. DATE:	03/12/2013
4. DEPARTMENT/DIVISION: Public Works			

	FUND #	BUS. UNIT #	ACCOUNT #	ACCOUNT TITLE	AMOUNT
A. SOURCE OF FINANCING	181		3205	Fund Balance	\$ 3,164,200.00
B. USE OF FINANCING	181	181466	1825.2250	Water Meter Program - Phase 3	\$ 3,164,200.00

Please provide a description of the project, the total cost of the project, as well as justification for the requested adjustment. If you need more space, use an additional sheet and attach to this form.

Contract with Knife River, RMC Water and Neil Anderson for the Water Meter Program Phase 3 project.

Meeting Date: _____, Res No: 0 Attach copy of resolution to this form.

Res No: _____

Wally Lander

Deputy City Manager/Internal Services Manager		Date
---	--	------

Submit completed form to the Budget Division with any required documentation. Final approval will be provided in electronic copy format.

RESOLUTION NO. 2013-_____

A RESOLUTION OF THE LODI CITY COUNCIL
AWARDING CONTRACT AND AUTHORIZING THE
CITY MANAGER TO EXECUTE AGREEMENTS FOR
THE WATER METER PROGRAM PHASE 3 PROJECT
AND FURTHER APPROPRIATING FUNDS

=====

WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on March 12, 2013, at 11:00 a.m., for Water Meter Program Phase 3, described in the plans and specifications therefore approved by the City Council on February 20, 2013; and

WHEREAS, said bids have been checked and tabulated and a report thereof filed with the City Manager as follows:

Bidder	Bid
Knife River Construction	\$2,898,200
Teichert Construction	\$2,940,806
Vinciguerra Construction	\$3,121,235*
Mozingo Construction	\$3,178,188
GM Construction & Developers	\$3,464,115

*Corrected Total

WHEREAS, staff recommends awarding the contract for Water Meter Program Phase 3 to the low bidder, Knife River Construction, of Stockton, California, in the amount of \$2,898,200; and

WHEREAS, staff recommends RMC Water and Environment, of Walnut Creek, perform construction administration services. This is a time-and-materials contract with a not-to-exceed maximum of \$36,000; and

WHEREAS, staff recommends Neil O. Anderson and Associates, of Lodi, perform construction testing and inspection services for this project, for a total contract amount of \$300,000; and

WHEREAS, staff recommends appropriation of \$3,164,200 from the Water Capital Fund to cover the cost of construction, construction administration services, Public Works Engineering staff, and contingency.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the construction contract for Water Meter Program Phase 3 to the low bidder, Knife River Construction, of Stockton, California, in the amount of \$2,898,200; and

BE IT FURTHER RESOLVED that the Lodi City Council does hereby approve Task Order No. 5 to the Master Professional Services Agreement with RMC Water and Environment, of Walnut Creek, California, to provide construction administration services on a time-and-materials basis, in an amount not to exceed \$36,000; and

BE IT FURTHER RESOLVED that the Lodi City Council does hereby award the contract for construction testing and inspection services to Neil O. Anderson and Associates, of Lodi, California, in the amount of \$300,000; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute the agreements; and

BE IT FURTHER RESOLVED that funds in the amount of \$3,164,200 be appropriated from the Water Capital Fund for this project.

Dated: March 20, 2013

=====

I hereby certify that Resolution No. 2013-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held March 20, 2013, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk

2013-_____



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement with Empire Today, LLC, of Union City, through U.S. Communities Bid Process for City Hall Carpet Replacement Project (\$70,780) and Appropriating Funds (\$80,000)

MEETING DATE: March 20, 2013

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute professional services agreement with Empire Today, LLC, of Union City, through U.S. Communities bid process for City Hall Carpet Replacement Project in the amount of \$70,780, and appropriating funds in the amount of \$80,000.

BACKGROUND INFORMATION: City Hall was last renovated in 1996. As part of the renovation, a broadloom, commercial-grade carpet was installed throughout the building. Over time, the carpet has started to loosen from its bond to the subfloor, causing wrinkles to form. Despite efforts to re-stretch the carpet, the wrinkles have grown severe enough to form a trip hazard.

In August 2012, the carpet on the stairway leading to the second floor and in the second floor lobby area was removed and replaced in order to eliminate the trip hazard in locations most visited by the public. Instead of using a broadloom carpet in the lobby area, commercial grade carpet tiles were chosen. The main advantage of carpet tiles includes the ability of City maintenance staff to replace an isolated stain or wear area without replacing an entire room area. Broadloom was used on the stairway because tiles are not suited for stairway installations. The installation went smoothly and looks very good.

The current project includes replacement of the remaining original carpet in City Hall with carpet tiles of the same color and pattern used to replace the second floor lobby area. The remaining stairway carpet (leading to the basement) will be replaced with the same broadloom product used on the stairway leading to the second floor. Empire Today, LLC (Empire Today) will be responsible for working around the existing office systems furniture, file cabinets and other obstructions. The work will be performed over two to three weekends that correspond with the City's Friday closures to minimize employee disruptions.

Empire Today was the successful bidder for U.S. Communities Contract 2865 for competitively-bid carpet and flooring installation services. Using the U.S. Communities Master Intergovernmental Cooperative Purchasing Agreement line item costs, the price to replace the existing City Hall carpet is \$70,780, excluding tax.

This approach is similar to purchasing vehicles from the State contract. By using the U.S. Communities contract, the formal bidding process has already been performed, allowing staff to more efficiently procure labor and materials for specialty work (such as facility carpet and flooring) while maintaining compliance with purchasing requirements. The professional services agreement with Empire Today includes all insurance and bonding requirements included on City construction contracts.

APPROVED: _____
Konradt Bartlam, City Manager

Per Lodi Municipal Code §3.20.045, State and Local Agency Contracts, the bidding process may be waived when it is advantageous for the City, with appropriate approval by City Manager and City Council, to use contracts that have been awarded by other California public agencies, provided that their award was in compliance with their formally-adopted bidding or negotiation procedures.

This proposed contract is not subject to the City's local hire ordinance. Staff recommends Council adopt a resolution authorizing the City Manager to execute a professional services agreement with Empire Today, LLC, of Union City, for the City Hall Carpet Replacement Project.

FISCAL IMPACT: Replacing the existing City Hall carpet will reduce the City's trip and fall exposure while improving the appearance of the building.

FUNDING AVAILABLE: Requested Appropriation:

General Fund Capital (1211039): \$80,000

Jordan Ayers
Deputy City Manager/Internal Services Director

F. Wally Sandelin
Public Works Director

Prepared by Charles E. Swimley, Jr., Deputy Public Works Director/City Engineer
FWS/CES/pmf

AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1 PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on _____, 2013, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and EMPIRE TODAY, LLC (hereinafter "CONTRACTOR").

Section 1.2 Purpose

CITY selected the CONTRACTOR to provide the services required in accordance with attached Scope of Services, Exhibit A, attached and incorporated by this reference.

CITY wishes to enter into an agreement with CONTRACTOR for the City Hall Carpet Replacement Project (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibit A. CONTRACTOR acknowledges that it is qualified to provide such services to CITY.

ARTICLE 2 SCOPE OF SERVICES

Section 2.1 Scope of Services

CONTRACTOR, for the benefit and at the direction of CITY, shall perform the Scope of Services as set forth in Exhibit A.

Section 2.2 Time For Commencement and Completion of Work

CONTRACTOR shall commence work pursuant to this Agreement, upon receipt of a written notice to proceed from CITY or on the date set forth in Section 2.6, whichever occurs first, and shall perform all services diligently and complete work under this Agreement based on a mutually agreed upon timeline or as otherwise designated in the Scope of Services.

CONTRACTOR shall submit to CITY such reports, diagrams, drawings and other work products as may be designated in the Scope of Services.

CONTRACTOR shall not be responsible for delays caused by the failure of CITY staff to provide required data or review documents within the appropriate time frames. The review time by CITY and any other agencies involved in the project shall not be

counted against CONTRACTOR's contract performance period. Also, any delays due to weather, vandalism, acts of God, etc., shall not be counted. CONTRACTOR shall remain in contact with reviewing agencies and make all efforts to review and return all comments.

Section 2.3 Meetings

CONTRACTOR shall attend meetings as may be set forth in the Scope of Services.

Section 2.4 Staffing

CONTRACTOR acknowledges that CITY has relied on CONTRACTOR's capabilities and on the qualifications of CONTRACTOR's principals and staff as identified in its proposal to CITY. The Scope of Services shall be performed by CONTRACTOR, unless agreed to otherwise by CITY in writing. CITY shall be notified by CONTRACTOR of any change of Project Manager and CITY is granted the right of approval of all original, additional and replacement personnel at CITY's sole discretion and shall be notified by CONTRACTOR of any changes of CONTRACTOR's project staff prior to any change.

CONTRACTOR represents it is prepared to and can perform all services within the Scope of Services (Exhibit A) and is prepared to and can perform all services specified therein. CONTRACTOR represents that it has, or will have at the time this Agreement is executed, all licenses, permits, qualifications, insurance and approvals of whatsoever nature are legally required for CONTRACTOR to practice its profession, and that CONTRACTOR shall, at its own cost and expense, keep in effect during the life of this Agreement all such licenses, permits, qualifications, insurance and approvals, and shall indemnify, defend and hold harmless CITY against any costs associated with such licenses, permits, qualifications, insurance and approvals which may be imposed against CITY under this Agreement.

Section 2.5 Subcontracts

Unless prior written approval of CITY is obtained, CONTRACTOR shall not enter into any subcontract with any other party for purposes of providing any work or services covered by this Agreement.

Section 2.6 Term

The term of this Agreement commences on April 15, 2013 and terminates upon the completion of the Scope of Services or on October 1, 2013, whichever occurs first.

ARTICLE 3 **COMPENSATION**

Section 3.1 Compensation

CONTRACTOR's compensation for all work under this Agreement shall conform to the provisions of the Fee Proposal, attached hereto as Exhibit B and incorporated by this reference.

CONTRACTOR shall not undertake any work beyond the scope of this Agreement unless such additional work is approved in advance and in writing by CITY.

Section 3.2 Prevailing Wage

The Contractor agrees to conform to the provisions of Chapter 1, Part 7, Division 2 of the Labor Code. The Contractor and any Subcontractor will pay the general prevailing wage rate and other employer payments for health and welfare, pension, vacation, travel time, and subsistence pay, apprenticeship or other training programs. The responsibility for compliance with these Labor Code requirements is on the prime contractor.

Section 3.3 Contract Bonds

CONTRACTOR shall furnish two good and sufficient bonds:

1. A faithful performance bond in the amount of one hundred percent (100%) of the contract price; and
2. A labor and materials bond in the amount of fifty percent (50%) of the contract price.

These bonds will be required at the time the signed contract is returned to the City.

Section 3.4 Method of Payment

CONTRACTOR shall submit invoices for completed work on a monthly basis, or as otherwise agreed, providing, without limitation, details as to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the Scope of Services said work is attributable. CONTRACTOR's compensation for all work under this Agreement shall not exceed the amount of the Fee Proposal.

Section 3.5 Costs

The Fee Proposal shall include all reimbursable costs required for the performance of the Scope of Services. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved in advanced and in writing, by CITY.

Section 3.6 Auditing

CITY reserves the right to periodically audit all charges made by CONTRACTOR to CITY for services under this Agreement. Upon request, CONTRACTOR agrees to furnish CITY, or a designated representative, with necessary information and assistance needed to conduct such an audit.

CONTRACTOR agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONTRACTOR agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONTRACTOR further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.

ARTICLE 4 MISCELLANEOUS PROVISIONS

Section 4.1 Nondiscrimination

In performing services under this Agreement, CONTRACTOR shall not discriminate in the employment of its employees or in the engagement of any sub CONTRACTOR on the basis of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, age, or any other criteria prohibited by law.

Section 4.2 ADA Compliance

In performing services under this Agreement, CONTRACTOR shall comply with the Americans with Disabilities Act (ADA) of 1990, and all amendments thereto, as well as all applicable regulations and guidelines issued pursuant to the ADA.

Section 4.3 Indemnification and Responsibility for Damage

CONTRACTOR to the fullest extent permitted by law, shall indemnify and hold harmless CITY, its elected and appointed officials, directors, officers, employees and volunteers from and against any claims, damages, losses, and expenses (including reasonable attorney's fees), arising out of performance of the services to be performed under this Agreement, provided that any such claim, damage, loss, or expense is caused by the negligent acts, errors or omissions of CONTRACTOR, any subcontractor employed directly by CONTRACTOR, anyone directly or indirectly employed by any of

them, or anyone for whose acts they may be liable, except those injuries or damages arising out of the active negligence of the City of Lodi or its officers or agents.

Section 4.4 No Personal Liability

Neither the City Council, nor any other officer or authorized assistant or agent or City employee shall be personally responsible for any liability arising under this Agreement.

Section 4.5 Responsibility of CITY

CITY shall not be held responsible for the care or protection of any material or parts of the work described in the Scope of Services prior to final acceptance by CITY, except as expressly provided herein.

Section 4.6 Insurance Requirements for CONTRACTOR

CONTRACTOR shall take out and maintain during the life of this Agreement, insurance coverage as set forth in Exhibit C attached hereto and incorporated by this reference.

Section 4.7 Successors and Assigns

CITY and CONTRACTOR each bind themselves, their partners, successors, assigns, and legal representatives to this Agreement without the written consent of the others. CONTRACTOR shall not assign or transfer any interest in this Agreement without the prior written consent of CITY. Consent to any such transfer shall be at the sole discretion of CITY.

Section 4.8 Notices

Any notice required to be given by the terms of this Agreement shall be in writing signed by an authorized representative of the sender and shall be deemed to have been given when the same is personally served or upon receipt by express or overnight delivery, postage prepaid, or three (3) days from the time of mailing if sent by first class or certified mail, postage prepaid, addressed to the respective parties as follows:

To CITY: City of Lodi
 221 West Pine Street
 P.O. Box 3006
 Lodi, CA 95241-1910
 Attn: Charles Swimley, City EGINEER/Deputy PW Director

To CONTRACTOR: Empire Today, LLC
 2900 Faber Street
 Union City, CA 94587

Section 4.9 Cooperation of CITY

CITY shall cooperate fully and in a timely manner in providing relevant information it has at its disposal relevant to the Scope of Services.

Section 4.10 CONTRACTOR is Not an Employee of CITY

CONTRACTOR agrees that in undertaking the duties to be performed under this Agreement, it shall act as an independent contractor for and on behalf of CITY and not an employee of CITY. CITY shall not direct the work and means for accomplishment of the services and work to be performed hereunder. CITY, however, retains the right to require that work performed by CONTRACTOR meet specific standards without regard to the manner and means of accomplishment thereof.

Section 4.11 Termination

CITY may terminate this Agreement, with or without cause, by giving CONTRACTOR at least ten (10) days written notice. Where phases are anticipated within the Scope of Services, at which an intermediate decision is required concerning whether to proceed further, CITY may terminate at the conclusion of any such phase. Upon termination, CONTRACTOR shall be entitled to payment as set forth in the attached Exhibit B to the extent that the work has been performed. Upon termination, CONTRACTOR shall immediately suspend all work on the Project and deliver any documents or work in progress to CITY. However, CITY shall assume no liability for costs, expenses or lost profits resulting from services not completed or for contracts entered into by CONTRACTOR with third parties in reliance upon this Agreement.

Section 4.12 Confidentiality

CONTRACTOR agrees to maintain confidentiality of all work and work products produced under this Agreement, except to the extent otherwise required by law or permitted in writing by CITY. CITY agrees to maintain confidentiality of any documents owned by CONTRACTOR and clearly marked by CONTRACTOR as "Confidential" or "Proprietary", except to the extent otherwise required by law or permitted in writing by CONTRACTOR. CONTRACTOR acknowledges that CITY is subject to the California Public Records Act.

Section 4.13 Applicable Law, Jurisdiction, Severability, and Attorney's Fees

This Agreement shall be governed by the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be venued with the San Joaquin County Superior Court. If any part of this Agreement is found to conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict

with said laws, but the remainder of this Agreement shall be in force and effect. In the event any dispute between the parties arises under or regarding this Agreement, the prevailing party in any litigation of the dispute shall be entitled to reasonable attorney's fees from the party who does not prevail as determined by the San Joaquin County Superior Court.

Section 4.14 City Business License Requirement

CONTRACTOR acknowledges that Lodi Municipal Code Section 3.01.020 requires CONTRACTOR to have a city business license and CONTRACTOR agrees to secure such license and pay the appropriate fees prior to performing any work hereunder.

Section 4.15 Captions

The captions of the sections and subsections of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question or interpretation or intent hereunder.

Section 4.16 Integration and Modification

This Agreement represents the entire understanding of CITY and CONTRACTOR as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing, signed by both parties.

Section 4.17 Contract Terms Prevail

All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and the attached exhibits, the terms of this Agreement shall prevail.

Section 4.18 Severability

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

Section 4.19 Ownership of Documents

All documents, photographs, reports, analyses, audits, computer media, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared under this Agreement, shall be deemed the property of CITY. Upon CITY's request, CONTRACTOR shall allow CITY to inspect all such documents during CONTRACTOR's regular business hours. Upon termination or

completion of services under this Agreement, all information collected, work product and documents shall be delivered by CONTRACTOR to CITY within ten (10) calendar days.

CITY agrees to indemnify, defend and hold CONTRACTOR harmless from any liability resulting from CITY's use of such documents for any purpose other than the purpose for which they were intended.

Section 4.20 Authority

The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.

Section 4.21 Federal Transit Funding Conditions

☐ If the box at left is checked, the Federal Transit Funding conditions attached as Exhibit _____ apply to this contract. In the event of a conflict between the terms of this contract or any of its other exhibits, and the Federal Transit Funding Conditions, the Federal Transit Funding Conditions will control.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Agreement as of the date first above written.

CITY OF LODI, a municipal corporation

ATTEST:

RANDI JOHL
City Clerk

KONRADT BARTLAM, City Manager

APPROVED AS TO FORM:
D. STEPHEN SCHWABAUER, City Attorney
JANICE D. MAGDICH, Deputy City Attorney

EMPIRE TODAY, LLC

By: _____


By: _____
Name:
Title:

Attachments:
Exhibit A – Scope of Services
Exhibit B – Fee Proposal
Exhibit C – Insurance Requirements

Funding Source:1211039
(Business Unit & Account No.)

Exhibit A
Scope of Service

Remove existing original carpet in City Hall and replace with a combination of carpet tiles and broadloom product excepting the upstairs lobby and staircase from the downstairs lobby to the upstairs lobby. The work includes temporary relocation of office systems furniture, file cabinets and other non-fixed elements needed to complete the work.



EMPIRE TODAY™
800-588-2300
 www.empiretoday.com

Commercial Project Quote

CUSTOMER INFORMATION				PROJECT LOCATION	
*QUOTE DATE: 02/08/2013 * Quote valid for a period of 30 days from the above date NAME: Charles E. Swimley TITLE: City Engineer/ Deputy Director COMPANY: City of Lodi CA ADDRESS: 221 West Pine Street CITY/STATE: Lodi, CA. 95241 PHONE: 209-333-6800 Ext. 2593 FAX: 209-333-6706 EMAIL: cswimley@lodi.gov				<input checked="" type="checkbox"/> CHECK BOX IF SAME AS CUSTOMER INFORMATION NAME: _____ ADDRESS: _____ CITY/STATE: _____ ZIP: _____ PHONE: _____	
SALES REPRESENTATIVE CONTACT INFORMATION					
NAME: William Zackery MARKET: SF-17 PHONE: 415-200-6364 FAX: 415-647-7516 EMAIL: wzackery@empire-today.com					
ITEM #	QTY	PRODUCT OR LABOR DESCRIPTION	UNIT PRICE	PRODUCT/LABOR SPECIAL COMMENTS	AMOUNT
1	1673	SY Interface 146690250 Color 9215	\$21.11		\$35,317.03
2	1	Install Furrows II Broadloom Color 9215 Topsoil (stairs and elevator)	\$2,000.00		\$2,000.00
3	14	Tac Tiles Rolls	\$90.00		\$1,260.00
4	1673	SY Carpet Tile Freight	\$1.00		\$1,673.00
5	1673	SY Carpet Tile Labor	\$5.56		\$9,301.88
6	1 R/R	Furniture / Cubicle	\$13,920.00		\$13,920.00
7	36	LF Roppe Vinyl Transition # 177	\$0.97		\$34.92
8	36	LF Standard Transition Labor	\$1.25		\$45.00
9	1673	SY Carpet Take Up Labor	\$4.32		\$7,227.36
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
Special Project Instructions:					
Customer Approval: This quote is for completing the project as described above. It is based on our evaluation and does not include material price increases or additional labor and materials which may be required should unforeseen problems or adverse weather conditions arise after the work has been initiated.			Date: _____ SUB TOTAL \$70,779.19 TAX _____ TOTAL \$70,779.19		



Insurance Requirements for Contractor The Contractor shall take out and maintain during the life of this contract, insurance coverage as listed below. These insurance policies shall protect the Contractor and any subcontractor performing work covered by this contract from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from Contractor's operations under this contract, whether such operations be by Contractor or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amount of such insurance shall be as follows:

- | | |
|---|--|
| 1. <u>COMPREHENSIVE GENERAL LIABILITY</u> | 2. <u>COMPREHENSIVE AUTOMOBILE LIABILITY</u> |
| \$1,000,000 Ea. Occurrence | \$1,000,000 Bodily Injury - Ea. Person |
| \$2,000,000 Aggregate | \$1,000,000 Bodily Injury - Ea. Occurrence |
| | \$1,000,000 Property Damage - Ea. Occurrence |

NOTE: Contractor agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).

NOTE: (1) The street address of the CITY OF LODI must be shown along with (a) and (b) above: 221 West Pine Street, Lodi, California, 95241-1910; (2) The insurance certificate must state, on its face or as an endorsement, a description of the project that it is insuring.

A copy of the certificate of insurance with the following endorsements shall be furnished to the City:

- (a) Additional Named Insured Endorsement
Such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed Boards, Commissions, Officers, Agents, Employees, and Volunteers as additional named insureds.

(This endorsement shall be on a form furnished to the City and shall be included with Contractor's policies.)
- (b) Primary Insurance Endorsement
Such insurance as is afforded by the endorsement for the Additional Insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.
- (c) Completed Operations Endorsement
For three years after completion of project, a certificate of insurance with a Completed Operations Endorsement, CG 20 37 070 04, will be provided to the City of Lodi.
- (d) Severability of Interest Clause
The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability.
- (e) Notice of Cancellation or Change in Coverage Endorsement
This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 W. Pine St., Lodi, CA 95240.

Compensation Insurance The Contractor shall take out and maintain during the life of this contract, Worker's Compensation Insurance for all of Contractor's employees employed at the site of the project and, if any work is sublet, Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide insurance for the protection of said employees. This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 W. Pine St., Lodi, CA 95240. A Waiver of Subrogation against the City of Lodi is required.

NOTE: No contract agreement will be signed nor will any work begin on a project until the proper insurance certificate is received by the City.

1. AA# _____
2. JV# _____

**CITY OF LODI
APPROPRIATION ADJUSTMENT REQUEST**

TO: Internal Services Dept. - Budget Division
3. FROM: Rebecca Areida-Yadav 5. DATE: 02/28/2013
4. DEPARTMENT/DIVISION: Public Works

6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW

	FUND #	BUS. UNIT #	ACCOUNT #	ACCOUNT TITLE	AMOUNT
A. SOURCE OF FINANCING					
	1211		3205	Fund Balance	\$ 80,000.00
B. USE OF FINANCING					
	1211	1211039	1825.2250	City Hall Carpeting	\$ 80,000.00

7. REQUEST IS MADE TO FUND THE FOLLOWING PROJECT NOT INCLUDED IN THE CURRENT BUDGET

Please provide a description of the project, the total cost of the project, as well as justification for the requested adjustment. If you need more space, use an additional sheet and attach to this form.

Professional services agreement with Empire Today to replace City Hall carpeting.

If Council has authorized the appropriation adjustment, complete the following:

Meeting Date: _____ Res No: _____ Attach copy of resolution to this form.

Department Head Signature: Shelly Sanchez

8. APPROVAL SIGNATURES

Deputy City Manager/Internal Services Manager

Date

Submit completed form to the Budget Division with any required documentation.
Final approval will be provided in electronic copy format.

RESOLUTION NO. 2013-_____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING
CITY MANAGER TO EXECUTE PROFESSIONAL SERVICES
AGREEMENT WITH EMPIRE TODAY, LLC, OF UNION CITY,
FOR CITY HALL CARPET REPLACEMENT PROJECT AND
FURTHER APPROPRIATING FUNDS

=====

WHEREAS, the carpet in City Hall, installed in 1996, has loosened from its bond to the subfloor, causing wrinkles which have become severe enough to form a trip hazard; and

WHEREAS, in August 2012, the carpet on the stairway leading to the second floor and in the second floor lobby area was removed and replaced in order to eliminate the trip hazard in locations most visited by the public; and

WHEREAS, the current project includes replacement of the remaining original carpet in City Hall with carpet tiles and broadloom of the same color and pattern used in the previous project; and

WHEREAS, Empire Today, LLC, was the successful bidder for U.S. Communities Contract 2865 for competitively-bid carpet and flooring installation services; and

WHEREAS, per Lodi Municipal Code §3.20.045, State and Local Agency Contracts, the bidding process may be waived when it is advantageous for the City, with appropriate approval by City Manager and City Council, to use contracts that have been awarded by other California public agencies, provided that their award was in compliance with their formally-adopted bidding or negotiation procedures.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a Professional Services Agreement for the City Hall Carpet Replacement Project with Empire Today, LLC, of Union City, California, in the amount of \$70,780; and

BE IT FURTHER RESOLVED that funds in the amount of \$80,000 be appropriated for this project from the General Fund Capital account.

Dated: March 20, 2013

=====

I hereby certify that Resolution No. 2013-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held March 20, 2013, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk

2013-_____



CITY OF LODI COUNCIL COMMUNICATION

AGENDA ITEM C-12

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement for Purchase and Installation of Alerton Energy Management System for Carnegie Forum with Sole Supplier L & H Airco, of Roseville (\$117,950) and Appropriating Funds (\$130,000)

MEETING DATE: March 20, 2013

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute professional services agreement for purchase and installation of Alerton Energy Management System for Carnegie Forum with sole supplier L & H Airco, of Roseville, in the amount of \$117,950, and appropriating funds in the amount of \$130,000.

BACKGROUND INFORMATION: The climate control system in the Carnegie Forum was installed during the mid 1990's. The now-outdated, pneumatic (air pressure) controls are becoming unreliable and parts are no longer available. Recently, more frequent climate control problems (primarily in the Council Chambers) have been occurring.

A system engineering analysis of the air handling unit serving the Council Chambers was conducted in November 2012. The analysis determined the HVAC system is in generally good condition, however, limitations associated with the system's outdated controls are contributing to imbalanced cooling and heating in the entire first floor, including the Council Chambers. Staff recommends the existing controls system be replaced with an Alerton Energy Management System (EMS).

The Alerton EMS includes features that allow L & H Airco (the sole supplier of Alerton systems for northern California) to remotely monitor and troubleshoot City systems. These services are covered through an existing annual service contract. Utilizing the Alerton EMS at Carnegie Forum maintains standardized EMS operations amongst multiple City facilities.

Alerton EMS has been installed on other recently-constructed and/or remodeled City buildings (City Hall, Police Facility, and Fire Station No. 4) and allows the climate control systems to be electronically controlled. The Alerton system is the only system that can be tied to the City's existing central EMS system and software.

Whereas, Lodi Municipal Code Section 3.20.070 authorizes dispensing with bids for purchase of supplies, services or equipment when it is in the best interest of the City to do so, staff recommends that Council authorize the City Manager to execute a professional services agreement for the purchase and installation of the Alerton EMS controls system and related modifications to Carnegie Forum with the local area manufacturer's representative, L & H Airco. The estimated total cost is \$117,950. Funding for this project was not included in the Fiscal Year 2012/13 budget.

It is anticipated the work to install the Alerton EMS system will take approximately 45 calendar days from notice to proceed.

APPROVED: _____
Konradt Bartlam, City Manager

Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement for Purchase and Installation of Alerton Energy Management System for Carnegie Forum with Sole Supplier L & H Airco, of Roseville (\$117,950) and Appropriating Funds (\$130,000)

March 20, 2013

Page 2

FISCAL IMPACT: Replacing the existing HVAC controls with state-of-the-art equipment and EMS will save operational and energy costs currently associated with the outdated, failing HVAC controls. The proposed upgrades are expected to save approximately 70,000 kWh of electricity annually. At the current electric rate, the City will save over \$7,000 per year for heating and cooling the Carnegie Forum. Having the EMS provided and installed by the area manufacturer's representative will expedite the installation schedule.

FUNDING AVAILABLE: Public Benefits Fund (164605) will provide \$100,000 of the necessary funding.

Requested Appropriation:
General Fund Capital Outlay (1211044) \$130,000

Jordan Ayers
Deputy City Manager/Internal Services Director

F. Wally Sandelin
Public Works Director

Prepared Charlie Swimley, City Engineer/Deputy Public Works Director
FWS/CES/pmf

cc: John Munoz, Facilities Supervisor
Charlie Swimley, City Engineer/Deputy Public Works Director

AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1 PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on _____, 2013, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and L & H AIRCO (hereinafter "CONTRACTOR").

Section 1.2 Purpose

CITY selected the CONTRACTOR to provide the services required in accordance with attached Scope of Services, Exhibit A, attached and incorporated by this reference.

CITY wishes to enter into an agreement with CONTRACTOR for Purchase and Installation of Alerton Energy Management System for Carnegie Forum, 305 West Pine Street (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibit A. CONTRACTOR acknowledges that it is qualified to provide such services to CITY.

ARTICLE 2 SCOPE OF SERVICES

Section 2.1 Scope of Services

CONTRACTOR, for the benefit and at the direction of CITY, shall perform the Scope of Services as set forth in Exhibit A.

Section 2.2 Time For Commencement and Completion of Work

CONTRACTOR shall commence work pursuant to this Agreement, upon receipt of a written notice to proceed from CITY or on the date set forth in Section 2.6, whichever occurs first, and shall perform all services diligently and complete work under this Agreement based on a mutually agreed upon timeline or as otherwise designated in the Scope of Services.

CONTRACTOR shall submit to CITY such reports, diagrams, drawings and other work products as may be designated in the Scope of Services.

CONTRACTOR shall not be responsible for delays caused by the failure of CITY staff to provide required data or review documents within the appropriate time frames. The review time by CITY and any other agencies involved in the project shall not be

counted against CONTRACTOR's contract performance period. Also, any delays due to weather, vandalism, acts of God, etc., shall not be counted. CONTRACTOR shall remain in contact with reviewing agencies and make all efforts to review and return all comments.

Section 2.3 Meetings

CONTRACTOR shall attend meetings as may be set forth in the Scope of Services.

Section 2.4 Staffing

CONTRACTOR acknowledges that CITY has relied on CONTRACTOR's capabilities and on the qualifications of CONTRACTOR's principals and staff as identified in its proposal to CITY. The Scope of Services shall be performed by CONTRACTOR, unless agreed to otherwise by CITY in writing. CITY shall be notified by CONTRACTOR of any change of Project Manager and CITY is granted the right of approval of all original, additional and replacement personnel at CITY's sole discretion and shall be notified by CONTRACTOR of any changes of CONTRACTOR's project staff prior to any change.

CONTRACTOR represents it is prepared to and can perform all services within the Scope of Services (Exhibit A) and is prepared to and can perform all services specified therein. CONTRACTOR represents that it has, or will have at the time this Agreement is executed, all licenses, permits, qualifications, insurance and approvals of whatsoever nature are legally required for CONTRACTOR to practice its profession, and that CONTRACTOR shall, at its own cost and expense, keep in effect during the life of this Agreement all such licenses, permits, qualifications, insurance and approvals, and shall indemnify, defend and hold harmless CITY against any costs associated with such licenses, permits, qualifications, insurance and approvals which may be imposed against CITY under this Agreement.

Section 2.5 Subcontracts

Unless prior written approval of CITY is obtained, CONTRACTOR shall not enter into any subcontract with any other party for purposes of providing any work or services covered by this Agreement.

Section 2.6 Term

The term of this Agreement commences on April 1, 2013 and terminates upon the completion of the Scope of Services or on August 1, 2013, whichever occurs first.

ARTICLE 3 **COMPENSATION**

Section 3.1 Compensation

CONTRACTOR's compensation for all work under this Agreement shall conform to the provisions of the Fee Proposal, attached hereto as Exhibit B and incorporated by this reference.

CONTRACTOR shall not undertake any work beyond the scope of this Agreement unless such additional work is approved in advance and in writing by CITY.

Section 3.2 Method of Payment

CONTRACTOR shall submit invoices for completed work on a monthly basis, or as otherwise agreed, providing, without limitation, details as to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the Scope of Services said work is attributable. CONTRACTOR's compensation for all work under this Agreement shall not exceed the amount of the Fee Proposal.

Section 3.3 Costs

The Fee Proposal shall include all reimbursable costs required for the performance of the Scope of Services. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved in advanced and in writing, by CITY.

Section 3.4 Auditing

CITY reserves the right to periodically audit all charges made by CONTRACTOR to CITY for services under this Agreement. Upon request, CONTRACTOR agrees to furnish CITY, or a designated representative, with necessary information and assistance needed to conduct such an audit.

CONTRACTOR agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONTRACTOR agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONTRACTOR further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.

ARTICLE 4
MISCELLANEOUS PROVISIONS

Section 4.1 Nondiscrimination

In performing services under this Agreement, CONTRACTOR shall not discriminate in the employment of its employees or in the engagement of any sub CONTRACTOR on the basis of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, age, or any other criteria prohibited by law.

Section 4.2 ADA Compliance

In performing services under this Agreement, CONTRACTOR shall comply with the Americans with Disabilities Act (ADA) of 1990, and all amendments thereto, as well as all applicable regulations and guidelines issued pursuant to the ADA.

Section 4.3 Indemnification and Responsibility for Damage

CONTRACTOR to the fullest extent permitted by law, shall indemnify and hold harmless CITY, its elected and appointed officials, directors, officers, employees and volunteers from and against any claims, damages, losses, and expenses (including reasonable attorney's fees), arising out of performance of the services to be performed under this Agreement, provided that any such claim, damage, loss, or expense is caused by the negligent acts, errors or omissions of CONTRACTOR, any subcontractor employed directly by CONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, except those injuries or damages arising out of the active negligence of the City of Lodi or its officers or agents.

Section 4.4 No Personal Liability

Neither the City Council, nor any other officer or authorized assistant or agent or City employee shall be personally responsible for any liability arising under this Agreement.

Section 4.5 Responsibility of CITY

CITY shall not be held responsible for the care or protection of any material or parts of the work described in the Scope of Services prior to final acceptance by CITY, except as expressly provided herein.

Section 4.6 Insurance Requirements for CONTRACTOR

CONTRACTOR shall take out and maintain during the life of this Agreement, insurance coverage as set forth in Exhibit C attached hereto and incorporated by this reference.

Section 4.7 Successors and Assigns

CITY and CONTRACTOR each bind themselves, their partners, successors, assigns, and legal representatives to this Agreement without the written consent of the others. CONTRACTOR shall not assign or transfer any interest in this Agreement without the prior written consent of CITY. Consent to any such transfer shall be at the sole discretion of CITY.

Section 4.8 Notices

Any notice required to be given by the terms of this Agreement shall be in writing signed by an authorized representative of the sender and shall be deemed to have been given when the same is personally served or upon receipt by express or overnight delivery, postage prepaid, or three (3) days from the time of mailing if sent by first class or certified mail, postage prepaid, addressed to the respective parties as follows:

To CITY: City of Lodi
 221 West Pine Street
 P.O. Box 3006
 Lodi, CA 95241-1910
 Attn: Charlie Swimley, Deputy PW Director/City Engineer

To CONTRACTOR: L & H Airco
 2530 Warren Drive
 Rocklin, CA 95677

Section 4.9 Cooperation of CITY

CITY shall cooperate fully and in a timely manner in providing relevant information it has at its disposal relevant to the Scope of Services.

Section 4.10 CONTRACTOR is Not an Employee of CITY

CONTRACTOR agrees that in undertaking the duties to be performed under this Agreement, it shall act as an independent contractor for and on behalf of CITY and not an employee of CITY. CITY shall not direct the work and means for accomplishment of the services and work to be performed hereunder. CITY, however, retains the right to require that work performed by CONTRACTOR meet specific standards without regard to the manner and means of accomplishment thereof.

Section 4.11 Termination

CITY may terminate this Agreement, with or without cause, by giving CONTRACTOR at least ten (10) days written notice. Where phases are anticipated within the Scope of Services, at which an intermediate decision is required concerning whether to proceed further, CITY may terminate at the conclusion of any such phase.

Upon termination, CONTRACTOR shall be entitled to payment as set forth in the attached Exhibit B to the extent that the work has been performed. Upon termination, CONTRACTOR shall immediately suspend all work on the Project and deliver any documents or work in progress to CITY. However, CITY shall assume no liability for costs, expenses or lost profits resulting from services not completed or for contracts entered into by CONTRACTOR with third parties in reliance upon this Agreement.

Section 4.12 Confidentiality

CONTRACTOR agrees to maintain confidentiality of all work and work products produced under this Agreement, except to the extent otherwise required by law or permitted in writing by CITY. CITY agrees to maintain confidentiality of any documents owned by CONTRACTOR and clearly marked by CONTRACTOR as "Confidential" or "Proprietary", except to the extent otherwise required by law or permitted in writing by CONTRACTOR. CONTRACTOR acknowledges that CITY is subject to the California Public Records Act.

Section 4.13 Applicable Law, Jurisdiction, Severability, and Attorney's Fees

This Agreement shall be governed by the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be venued with the San Joaquin County Superior Court. If any part of this Agreement is found to conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in force and effect. In the event any dispute between the parties arises under or regarding this Agreement, the prevailing party in any litigation of the dispute shall be entitled to reasonable attorney's fees from the party who does not prevail as determined by the San Joaquin County Superior Court.

Section 4.14 City Business License Requirement

CONTRACTOR acknowledges that Lodi Municipal Code Section 3.01.020 requires CONTRACTOR to have a city business license and CONTRACTOR agrees to secure such license and pay the appropriate fees prior to performing any work hereunder.

Section 4.15 Captions

The captions of the sections and subsections of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question or interpretation or intent hereunder.

Section 4.16 Integration and Modification

This Agreement represents the entire understanding of CITY and CONTRACTOR as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing, signed by both parties.

Section 4.17 Contract Terms Prevail

All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and the attached exhibits, the terms of this Agreement shall prevail.

Section 4.18 Severability

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

Section 4.19 Ownership of Documents

All documents, photographs, reports, analyses, audits, computer media, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared under this Agreement, shall be deemed the property of CITY. Upon CITY's request, CONTRACTOR shall allow CITY to inspect all such documents during CONTRACTOR's regular business hours. Upon termination or completion of services under this Agreement, all information collected, work product and documents shall be delivered by CONTRACTOR to CITY within ten (10) calendar days.

CITY agrees to indemnify, defend and hold CONTRACTOR harmless from any liability resulting from CITY's use of such documents for any purpose other than the purpose for which they were intended.

Section 4.20 Authority

The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.

Section 4.21 Federal Transit Funding Conditions

☐ If the box at left is checked, the Federal Transit Funding conditions attached as Exhibit apply to this contract. In the event of a conflict between the terms of this contract or any of its other exhibits, and the Federal Transit Funding Conditions, the Federal Transit Funding Conditions will control.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Agreement as of the date first above written.

CITY OF LODI, a municipal corporation

ATTEST:

RANDI JOHL
City Clerk

KONRADT BARTLAM, City Manager

APPROVED AS TO FORM:
D. STEPHEN SCHWABAUER, City Attorney
JANICE D. MAGDICH, Deputy City Attorney

CONTRACTOR: L & H AIRCO

By: _____


By: _____
Name:
Title:

Attachments:
Exhibit A – Scope of Services
Exhibit B – Fee Proposal
Exhibit C – Insurance Requirements

Funding Source: 1211044
(Business Unit & Account No.)

Doc ID: WP\Projects\PSAs\L&H Airco CarnegieForum

CA:rev.01.2012

**L&H AIRCO**

2530 WARREN DRIVE
 ROCKLIN, CA 95677
 MAIN (916) 677-1000
 SERVICE (916) 677-1010
 FAX (916) 677-1111
 WWW.LHAIRCO.COM

Alerton Controls Proposal

DATE:	2/27/2013	QUOTE:	1509SR
PROJECT:	Carnegie Forum	LOCATION:	Lodi
TO:	John Munoz	PHONE:	(209) 333-6800 ext 2692
EMAIL:	jmunoz@lodi.gov	FAX:	(209) 333-6710

We propose to replace the existing Novar Controls and existing pneumatic controls with a new Alerton BACtalk control system. All Labor priced normal business hours 5:00am to 5:00pm, Monday through Friday.

DESCRIPTION TO INCLUDE:

- Demo existing Novar Global Controller Enclosure
 - Install new Alerton BACtalk Global Controller, BCM- PWS and BCM- ETH
 - Demo existing Novar field devices in AHU 4,5,and 6
 - Install new BACtalk VLC- 853 field devices in AHU 4,5, and 6
 - Install new Supply, Return, and Mixed Air Sensors AHU 1,2,3,4,5, and 6
 - Install new Filter DP controls in AHU 1,2,3,4,5, and 6
 - Install new BACtalk VLC- 1188 field devices in Nema cans AHU 1,2, and 3
 - Install new Current Sensors on all Supply and Return Fans for fan status
 - Install new CO2 sensor in space one per AHU-2 Council Chambers
 - Install new Economizer and Exhaust Actuators for AHU 1,2,and 3
 - Install new Chilled Water Valves and Hot Water Valves AHU 1,2, and 3
 - Install new (6) total Chilled Water and Hot Water Circuit Setters on AHU-1, 2, & 3
 - Install new Mixing Valve at Boiler Bypass line
 - Insulation repair included
 - Demo existing Pneumatic Control Panel that controls, AHU 1,2,3, Chiller, and Boiler Systems
 - Install new BACtalk VLC- 1188 field device to control Chiller and Chilled Water Pump
 - Install new BACtalk VLC-853 field device to control Boiler, Hot Water Pump and Mixing Valve
 - Install new Microtouch thermostats and move to ADA height for AHU 1,2,3,4,5 and 6
 - Custom L&H Airco Programming
 - Custom L&H Airco Engineered Asbuilt drawings for L&H Airco and City of Lodi's job binders
 - Custom L&H Airco system graphics, displays, templates, and site plans
 - Custom L&H Airco startup, check, test of new system
 - Install roof jack and repair vinyl roof
 - Unit performance testing to include total airflows and temperatures after water balancing is complete
 - Hydronic Balance & Unit Performance Verification of AHU-1, 2, 3, 4, 5, & 6
 - AABC Certified Report
- **RS Analysis Scope of Work Add:**
- Complete HVAC Survey of AHU-1 & 2
 - Fan performance profile (total supply, return, & outside air CFM, rated and operating amperage, voltage, and fan motor RPM, static pressure profile)
 - Readings at all associated grilles and diffusers
 - Single line color CAD drawings showing all test and stat locations
 - Assistance with evaluating test data and recommendations for improved performance
 - Complete HVAC air balance of AHU-1, 2, & 3



L&H AIRCO

2530 WARREN DRIVE
ROCKLIN, CA 95677
MAIN (916) 677-1000
SERVICE (916) 677-1010
FAX (916) 677-1111
WWW.LHAIRCO.COM

- Fan performance profile (total supply, return, & outside air CFM, rated and operating amperage, voltage, and fan motor RPM, static pressure profile)
- Adjustments at all associated grilles and diffusers
- Single line color CAD drawings showing all test and stat locations
- Coil clean Chilled Water and Hot Water Coils AHU-1, 2, and 3

EXCLUSIONS:

- Any work done outside of the scope of work outlined above will be done at our standard rate of \$105.00 per hour plus the cost of materials with customer's prior approval.
- Performance Bonds and Building Permits
- Asbestos and Lead Abatement
- Replacement of Ceiling Tiles and Drywall repair
- Air balance inlets and outlets of AHU-4, 5, & 6
- Coil cleaning of AHU-4, 5, and 6
- Any work with fire smoke dampers and smoke detectors
- Any work with motors, magstarters and service disconnects
- City's network wiring, components, cabling, and Ethernet drops
- Changes or additions to duct work or balancing devices
- Filters or filter installation
- Piping pressure test
- Cleaning strainers
- Replacing sheaves and belts
- Replacing condensates, pans, new shutoff valves, circuit setters on AHU-4, 5, & 6, isolation valves.

Total Price: **\$117,950.00**

Presented By: Kevin Bender Accepted By: _____

Title: Customer Service Rep Title: _____

Date: _____ Date: _____

California License #591093 C-7, C-20, C-10
See Attached Terms and Conditions Signature: _____



Insurance Requirements for Contractor The Contractor shall take out and maintain during the life of this contract, insurance coverage as listed below. These insurance policies shall protect the Contractor and any subcontractor performing work covered by this contract from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from Contractor's operations under this contract, whether such operations be by Contractor or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amount of such insurance shall be as follows:

- | | |
|---|--|
| 1. <u>COMPREHENSIVE GENERAL LIABILITY</u> | 2. <u>COMPREHENSIVE AUTOMOBILE LIABILITY</u> |
| \$1,000,000 Ea. Occurrence | \$1,000,000 Bodily Injury - Ea. Person |
| \$2,000,000 Aggregate | \$1,000,000 Bodily Injury - Ea. Occurrence |
| | \$1,000,000 Property Damage - Ea. Occurrence |

NOTE: Contractor agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).

NOTE: (1) The street address of the CITY OF LODI must be shown along with (a) and (b) above: 221 West Pine Street, Lodi, California, 95241-1910; (2) The insurance certificate must state, on its face or as an endorsement, a description of the project that it is insuring.

A copy of the certificate of insurance with the following endorsements shall be furnished to the City:

- (a) Additional Named Insured Endorsement
Such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed Boards, Commissions, Officers, Agents, Employees, and Volunteers as additional named insureds.

(This endorsement shall be on a form furnished to the City and shall be included with Contractor's policies.)
- (b) Primary Insurance Endorsement
Such insurance as is afforded by the endorsement for the Additional Insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.
- (c) Completed Operations Endorsement
For three years after completion of project, a certificate of insurance with a Completed Operations Endorsement, CG 20 37 070 04, will be provided to the City of Lodi.
- (d) Severability of Interest Clause
The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability.
- (e) Notice of Cancellation or Change in Coverage Endorsement
This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 W. Pine St., Lodi, CA 95240.

Compensation Insurance The Contractor shall take out and maintain during the life of this contract, Worker's Compensation Insurance for all of Contractor's employees employed at the site of the project and, if any work is sublet, Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide insurance for the protection of said employees. This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 W. Pine St., Lodi, CA 95240. A Waiver of Subrogation against the City of Lodi is required.

NOTE: No contract agreement will be signed nor will any work begin on a project until the proper insurance certificate is received by the City.

1. AA# _____
2. JV# _____

**CITY OF LODI
APPROPRIATION ADJUSTMENT REQUEST**

TO: Internal Services Dept. - Budget Division
3. FROM: Rebecca Areida-Yadav 5. DATE: 03/01/2013
4. DEPARTMENT/DIVISION: Public Works

6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW

	FUND #	BUS. UNIT #	ACCOUNT #	ACCOUNT TITLE	AMOUNT
A. SOURCE OF FINANCING					
	1211		4210	Operating Transfers In	\$ 100,000.00
	1211		3205	Fund Balance	\$ 30,000.00
	164	164605	8098	Public Benefits Program	\$ 100,000.00
B. USE OF FINANCING					
	1211	1211044	1825.2250	Carnegie HVAC	\$ 130,000.00
	164		4220.0000	Operating Transfers Out	\$ 100,000.00

7. REQUEST IS MADE TO FUND THE FOLLOWING PROJECT NOT INCLUDED IN THE CURRENT BUDGET

Please provide a description of the project, the total cost of the project, as well as justification for the requested adjustment. If you need more space, use an additional sheet and attach to this form.

Professional services agreement for installation of Alerton Energy Management System for Carnegie Forum with L&H Airco funded by Public Benefits Program (\$100,000) and General Fund Capital (\$30,000).

If Council has authorized the appropriation adjustment, complete the following:

Meeting Date: _____ Res No: _____ Attach copy of resolution to this form.

Department Head Signature: Wally Sander

8. APPROVAL SIGNATURES

Deputy City Manager/Internal Services Manager _____ Date _____

Submit completed form to the Budget Division with any required documentation.
Final approval will be provided in electronic copy format.

RESOLUTION NO. 2013-_____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING
CITY MANAGER TO EXECUTE CONTRACT FOR PURCHASE AND
INSTALLATION OF ENERGY MANAGEMENT SYSTEM WITH SOLE
SUPPLIER AND FURTHER APPROPRIATING FUNDS

=====

WHEREAS, the climate control system in the Carnegie Forum has become unreliable and replacement parts are no longer available; and

WHEREAS, a system engineering analysis conducted in November 2012 determined limitations associated with the system's outdated controls are contributing to imbalanced cooling and heating in the entire first floor, including the Council Chambers; and

WHEREAS, staff recommends replacing the controls system with an Alerton Energy Management System (EMS) which includes features that allow remote monitoring and troubleshooting. These services are covered through an existing annual service contract; and

WHEREAS, the Alerton EMS has been installed on other recently-constructed and/or remodeled City buildings and is the only system that can be tied to the City's existing central EMS system and software; and

WHEREAS, L & H Airco, of Roseville, California, is the sole supplier of Alerton systems for northern California; and

WHEREAS, Lodi Municipal Code Section 3.20.070 authorizes dispensing with bids for purchase of supplies, services or equipment when it is in the best interest of the City to do so.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a Professional Services Agreement in the amount of \$117,950, with L & H Airco, of Roseville, California, as the sole source supplier, for the purchase and installation of an Alerton Energy Management System for Carnegie Forum.

BE IT FURTHER RESOLVED that the City Council does hereby appropriate funds for this project in the amount of \$130,000 from General Fund Capital Outlay.

Dated: March 20, 2013

=====

I hereby certify that Resolution No. 2013-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held March 20, 2013, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk

2013-_____



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Approving a Contract Amendment Agreement with AECOM Technical Services for the Development of the Climate Action Plan

MEETING DATE: March 20, 2013

PREPARED BY: Community Development Department

RECOMMENDED ACTION: Adopt Resolution approving a Contract Amendment Agreement with AECOM Technical Services for the development of the Climate Action Plan.

BACKGROUND INFORMATION: On February 15, 2012, the City Council authorized the City Manager to award a contract to AECOM Technical Services, of Sacramento, for the development of the Climate Action Plan, in an amount that was not to exceed \$120,000.

On March 23, 2012, the City entered into a contract with AECOM that would terminate upon the completion of the Scope of Services, or April 1, 2013, whichever occurred first. The development of the Climate Action Plan is still underway, but it will not be completed by April 1, 2013. The City and AECOM feel it is necessary to extend the contract term from April 1, 2013 to May 31, 2013, to allow an additional two months for the Climate Action Plan to be completed.

FISCAL IMPACT: The Amendment shall not increase the compensation called for in paragraph 3.1 of the Contract, so there is no fiscal impact.

FUNDING AVAILABLE: The project is funded for \$120,000 from an allocation from the Sustainable Communities Planning Grant that was received in 2010.

Konradt Bartlam
Community Development Director

KB/jw
Attachment

APPROVED: _____
Konradt Bartlam, City Manager

CONTRACT AMENDMENT AGREEMENT

AECOM Technical Services

THIS CONTRACT AMENDMENT made and effective this ____ day of _____, 2013, by and between the CITY OF LODI, a municipal corporation, hereinafter called "CITY", and AECOM Technical Services, hereinafter called "Contractor."

WITNESSETH:

1. CONTRACT: Contractor and City, entered into a contract for AECOM Technical Services, on March 26, 2012. Contractor and City now desire to extend the term of the contract.
2. TERM AND TERMS: The term of the Amended Contract shall be for the period commencing on April 1, 2013 and terminating May 31, 2013. All other terms and conditions, including compensation paid to Contractor, will remain as set forth in the Contract for AECOM Technical Services,, attached hereto as Exhibit A and made a part hereof as though fully set forth herein.
3. This Amendment shall not increase the compensation called for in paragraph 3.1 of the Contract.

CITY OF LODI, a municipal corporation

CONTRACTOR

KONRADT BARTLAM
City Manager

AECOM Technical Services

Attest:

By: _____

Title: _____

RANDI JOHL
City Clerk

Approved as to Form:

JANICE D. MAGDICH
Deputy City Attorney

EXHIBIT A

AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1
PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on March 26, 2012, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and AECOM Technical Services, Inc. (hereinafter "CONTRACTOR").

Section 1.2 Purpose

CITY selected the CONTRACTOR to provide the services required in accordance with attached Scope of Services, Exhibit A, attached and incorporated by this reference.

CITY wishes to enter into an agreement with CONTRACTOR for the development of a Climate Action Plan for the City of Lodi (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibit A. CONTRACTOR acknowledges that it is qualified to provide such services to CITY.

ARTICLE 2
SCOPE OF SERVICES

Section 2.1 Scope of Services

CONTRACTOR, for the benefit and at the direction of CITY, shall perform the Scope of Services as set forth in Exhibit A.

Section 2.2 Time For Commencement and Completion of Work

CONTRACTOR shall commence work pursuant to this Agreement, upon receipt of a written notice to proceed from CITY or on the date set forth in Section 2.6, whichever occurs first, and shall perform all services diligently and complete work under this Agreement based on a mutually agreed upon timeline or as otherwise designated in the Scope of Services.

CONTRACTOR shall submit to CITY such reports, diagrams, drawings and other work products as may be designated in the Scope of Services.

CONTRACTOR shall not be responsible for delays caused by the failure of CITY staff to provide required data or review documents within the appropriate time frames. The review time by CITY and any other agencies involved in the project shall not be

counted against CONTRACTOR's contract performance period. Also, any delays due to weather, vandalism, acts of God, etc., shall not be counted. CONTRACTOR shall remain in contact with reviewing agencies and make all efforts to review and return all comments.

Section 2.3 Meetings

CONTRACTOR shall attend meetings as may be set forth in the Scope of Services.

Section 2.4 Staffing

CONTRACTOR acknowledges that CITY has relied on CONTRACTOR's capabilities and on the qualifications of CONTRACTOR's principals and staff as identified in its proposal to CITY. The Scope of Services shall be performed by CONTRACTOR, unless agreed to otherwise by CITY in writing. CITY shall be notified by CONTRACTOR of any change of Project Manager and CITY is granted the right of approval of all original, additional and replacement personnel at CITY's sole discretion and shall be notified by CONTRACTOR of any changes of CONTRACTOR's project staff prior to any change.

CONTRACTOR represents it is prepared to and can perform all services within the Scope of Services (Exhibit A) and is prepared to and can perform all services specified therein. CONTRACTOR represents that it has, or will have at the time this Agreement is executed, all licenses, permits, qualifications, insurance and approvals of whatsoever nature are legally required for CONTRACTOR to practice its profession, and that CONTRACTOR shall, at its own cost and expense, keep in effect during the life of this Agreement all such licenses, permits, qualifications, insurance and approvals, and shall indemnify, defend and hold harmless CITY against any costs associated with such licenses, permits, qualifications, insurance and approvals which may be imposed against CITY under this Agreement.

Section 2.5 Subcontracts

Unless prior written approval of CITY is obtained, CONTRACTOR shall not enter into any subcontract with any other party for purposes of providing any work or services covered by this Agreement.

Section 2.6 Term

The term of this Agreement commences on March 20, 2012 and terminates upon the completion of the Scope of Services or on April 1, 2013, whichever occurs first.

ARTICLE 3 COMPENSATION

Section 3.1 Compensation

CONTRACTOR's compensation for all work under this Agreement shall conform to the provisions of the Fee Proposal, attached hereto as Exhibit B and incorporated by this reference.

CONTRACTOR shall not undertake any work beyond the scope of this Agreement unless such additional work is approved in advance and in writing by CITY.

Section 3.2 Method of Payment

CONTRACTOR shall submit invoices for completed work on a monthly basis, or as otherwise agreed, providing, without limitation, details as to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the Scope of Services said work is attributable. CONTRACTOR's compensation for all work under this Agreement shall not exceed the amount of the Fee Proposal.

Section 3.3 Costs

The Fee Proposal shall include all reimbursable costs required for the performance of the Scope of Services. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved in advanced and in writing, by CITY.

Section 3.4 Auditing

CITY reserves the right to periodically audit all charges made by CONTRACTOR to CITY for services under this Agreement. Upon request, CONTRACTOR agrees to furnish CITY, or a designated representative, with necessary information and assistance needed to conduct such an audit.

CONTRACTOR agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONTRACTOR agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONTRACTOR further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.

ARTICLE 4
MISCELLANEOUS PROVISIONS

Section 4.1 Nondiscrimination

In performing services under this Agreement, CONTRACTOR shall not discriminate in the employment of its employees or in the engagement of any sub CONTRACTOR on the basis of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, age, or any other criteria prohibited by law.

Section 4.2 ADA Compliance

In performing services under this Agreement, CONTRACTOR shall comply with the Americans with Disabilities Act (ADA) of 1990, and all amendments thereto, as well as all applicable regulations and guidelines issued pursuant to the ADA.

Section 4.3 Indemnification and Responsibility for Damage

CONTRACTOR to the fullest extent permitted by law, shall indemnify and hold harmless CITY, its elected and appointed officials, directors, officers, employees and volunteers from and against any claims, damages, losses, and expenses (including reasonable attorney's fees), arising out of performance of the services to be performed under this Agreement, provided that any such claim, damage, loss, or expense is caused by the negligent acts, errors or omissions of CONTRACTOR, any subcontractor employed directly by CONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, except those injuries or damages to the extent arising out of the negligence of the City of Lodi or its officers or agents.

Section 4.4 No Personal Liability

Neither the City Council, nor any other officer or authorized assistant or agent or employee of the City or officer, authorized assistant, or agent or employee of the CONTRACTOR shall be personally responsible for any liability arising under this Agreement.

Section 4.5 Responsibility of CITY

CITY shall not be held responsible for the care or protection of any material or parts of the work described in the Scope of Services prior to final acceptance by CITY, except as expressly provided herein.

Section 4.6 Insurance Requirements for CONTRACTOR

CONTRACTOR shall take out and maintain during the life of this Agreement, insurance coverage as set forth in Exhibit C attached hereto and incorporated by this reference.

Section 4.7 Successors and Assigns

CITY and CONTRACTOR each bind themselves, their partners, successors, assigns, and legal representatives to this Agreement without the written consent of the others. CONTRACTOR shall not assign or transfer any interest in this Agreement without the prior written consent of CITY. Consent to any such transfer shall be at the sole discretion of CITY.

Section 4.8 Notices

Any notice required to be given by the terms of this Agreement shall be in writing signed by an authorized representative of the sender and shall be deemed to have been given when the same is personally served or upon receipt by express or overnight delivery, postage prepaid, or three (3) days from the time of mailing if sent by first class or certified mail, postage prepaid, addressed to the respective parties as follows:

To CITY: City of Lodi
 221 West Pine Street
 P.O. Box 3006
 Lodi, CA 95241-1910
 Attn: Joseph Wood

To CONTRACTOR: AECOM Technical Services, Inc.
 2020 L Street, Suite 400
 Sacramento, CA 95811
 Attn: Jeff Goldman, Principal

Section 4.9 Cooperation of CITY

CITY shall cooperate fully and in a timely manner in providing relevant information it has at its disposal relevant to the Scope of Services.

Section 4.10 CONTRACTOR is Not an Employee of CITY

CONTRACTOR agrees that in undertaking the duties to be performed under this Agreement, it shall act as an independent contractor for and on behalf of CITY and not an employee of CITY. CITY shall not direct the work and means for accomplishment of the services and work to be performed hereunder. CITY, however, retains the right to require that work performed by CONTRACTOR meet specific standards without regard to the manner and means of accomplishment thereof.

Section 4.11 Termination

CITY may terminate this Agreement, with or without cause, by giving CONTRACTOR at least ten (10) days written notice. Where phases are anticipated within the Scope of Services, at which an intermediate decision is required concerning

whether to proceed further, CITY may terminate at the conclusion of any such phase. Upon termination, CONTRACTOR shall be entitled to payment as set forth in the attached Exhibit B to the extent that the work has been performed. Upon termination, CONTRACTOR shall immediately suspend all work on the Project and deliver any documents or work in progress to CITY. However, CITY shall assume no liability for costs, expenses or lost profits resulting from services not completed or for contracts entered into by CONTRACTOR with third parties in reliance upon this Agreement.

Section 4.12 Confidentiality

CONTRACTOR agrees to maintain confidentiality of all work and work products produced under this Agreement, except to the extent otherwise required by law or permitted in writing by CITY. CITY agrees to maintain confidentiality of any documents owned by CONTRACTOR and clearly marked by CONTRACTOR as "Confidential" or "Proprietary", except to the extent otherwise required by law or permitted in writing by CONTRACTOR. CONTRACTOR acknowledges that CITY is subject to the California Public Records Act.

Section 4.13 Applicable Law, Jurisdiction, Severability, and Attorney's Fees

This Agreement shall be governed by the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be venued with the San Joaquin County Superior Court. If any part of this Agreement is found to conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in force and effect. In the event any dispute between the parties arises under or regarding this Agreement, the prevailing party in any litigation of the dispute shall be entitled to reasonable attorney's fees from the party who does not prevail as determined by the San Joaquin County Superior Court.

Section 4.14 City Business License Requirement

CONTRACTOR acknowledges that Lodi Municipal Code Section 3.01.020 requires CONTRACTOR to have a city business license and CONTRACTOR agrees to secure such license and pay the appropriate fees prior to performing any work hereunder.

Section 4.15 Captions

The captions of the sections and subsections of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question or interpretation or intent hereunder.

Section 4.16 Integration and Modification

This Agreement represents the entire understanding of CITY and CONTRACTOR as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing, signed by both parties.

Section 4.17 Contract Terms Prevail

All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and the attached exhibits, the terms of this Agreement shall prevail.

Section 4.18 Severability

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

Section 4.19 Ownership of Documents

All documents, photographs, reports, analyses, audits, computer media, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared under this Agreement, shall be deemed the property of CITY. Upon CITY's request, CONTRACTOR shall allow CITY to inspect all such documents during CONTRACTOR's regular business hours. Upon termination or completion of services under this Agreement, all information collected, work product and documents shall be delivered by CONTRACTOR to CITY within ten (10) calendar days.

CITY agrees to indemnify, defend and hold CONTRACTOR harmless from any liability resulting from CITY's use of such documents for any purpose other than the purpose for which they were intended.

Section 4.20 Authority

The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.


Section 4.21 Federal Transit Funding Conditions

☐ If the box at left is checked, the Federal Transit Funding conditions attached as Exhibit D apply to this Agreement. In the event of a conflict between the terms of this Agreement or any of its other exhibits, and the Federal Transit Funding Conditions, the Federal Transit Funding Conditions will control.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Agreement as of the date first above written.

CITY OF LODI, a municipal corporation

ATTEST:



RANDI JOHL
City Clerk

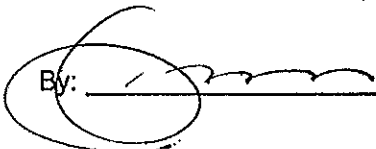


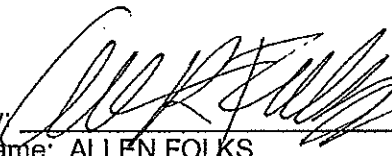
KONRADT BARTLAM, City Manager

APPROVED AS TO FORM:
D. STEPHEN SCHWABAUER, City Attorney

CONTRACTOR:
AECOM Technical Services, Inc.

JANICE D. MAGDICH, Deputy City Attorney

By: 

By: 

Name: ALLEN FOLKS
TITLE: Vice-President

Attachments:

Exhibit A -- Scope of Services

Exhibit B -- Fee Proposal

Exhibit C -- Insurance Requirements

Exhibit D -- Federal Transit Funding Conditions (if applicable)

Doc ID:

CA:rev.09.2011

04

Scope of Work

Our proposed scope of work is organized into five tasks as presented below.

TASK 1. PROJECT MANAGEMENT

While AECOM, UC Davis Studio 30, and Nelson/Nygaard will all play important roles in the development of the City's Climate Action Plan (CAP), AECOM will be responsible for oversight and management of the work program and project team. AECOM will be accountable to the City for the quality and completeness of work products. AECOM will regularly consult and communicate with City staff to ensure efficient and effective completion of the work program.

1.1 Project Management and Meetings with City Staff

AECOM will provide project management and administrative services to track project progress, maintain schedule and budget, and respond to requests for information. AECOM will coordinate with City staff to plan and participate in an initial project kick-off meeting to discuss project management expectations and confirm work program milestones and schedules. We recommend that staff from Community Development, Public Works, Lodi Electric Utility, and the City Manager's office attend this kick-off meeting. This session will also be a valuable opportunity for the consultant team to hear first-hand about any specific goals or potential challenges identified by City staff, as well as to discuss methodology and collect policy and program details that will help inform the existing policy and program review. This meeting also provides an opportunity to identify key contacts and delivery partners as well as potential organizations, community groups, and stakeholders to engage in the process. AECOM's project director and project manager, faculty from the University of Davis Studio 30 program (Studio 30), and Nelson/Nygaard staff will attend the kick-off meeting.

The kick-off meeting also provides an opportunity for City staff and the consultant team to identify data sources and other resources to be used in the CAP, to brainstorm ideas, and to learn more about the City. We will work with the City to collect existing data and to review available documents and plans, including:

- electronic copies of documents such as the General Plan, zoning code, design guidelines, master plans and specific plans, recent EIRs, Lodi Electric Utility

reports, and other related studies;

- GIS files including land use designations and zoning districts, assessor or parcel data, roads, environmental resources layers, and other files; and
- contact information for City department heads and key staff.

This task also includes up to seven (7) additional coordination meetings with City staff beyond the kick-off meeting. At these meetings, we will develop and refine preliminary portions of the CAP, review City comments on draft materials, prepare for upcoming public workshops, and review overall project progress. Additionally, the AECOM project manager will facilitate progress status conference calls every two weeks with the City's project manager. Other AECOM, Studio 30, and Nelson/Nygaard staff will attend as necessary.

Team Responsibilities: AECOM will provide project oversight and management and serve as lead contact. AECOM staff, Nelson/Nygaard staff, and Studio 30 faculty will attend the kick-off meeting. Nelson/Nygaard staff and Studio 30 faculty will also be available as needed for additional project meetings.

Meetings and Work Products:

- One (1) kick-off meeting
- Up to seven (7) additional project management meetings
- Bi-weekly (every two weeks) progress status conference calls

TASK 2. BASELINE GHG INVENTORY / PROJECTIONS

2.1 Review Existing Communitywide GHG Inventory and Projections

The consultant team has completed a preliminary review of the communitywide GHG emissions inventory (base year 2008) and projections (2030) prepared for the City as part of the General Plan EIR process. As noted in the project approach, we anticipate revisions to the baseline inventory or 2030

projections based on our preliminary review. The consultant team will discuss with City staff the pros and cons of revising the inventory and projections for purposes of the CAP at the project kick-off meeting. It will also be necessary to prepare communitywide emission projections for 2020, the Assembly Bill 32 target year, and municipal emissions projections for 2020 and 2030. The CAP will also describe the relationship of the municipal and communitywide emissions.

The consultant team will update the communitywide 2008 inventory and 2030 projections, develop 2030 projections for municipal emissions (derived from the municipal emissions inventory prepared by the Great Valley Center), and develop 2020 projections for both municipal and communitywide emissions based on growth factors (e.g., population, employment, electricity demand forecasts, water demand projections) supplied by the City. We will supply to the City a list of required data prior to the update. The City will provide access to all files and information associated with the current emissions inventory. This task also assumes that the municipal emissions inventory and projections will be completed by the Great Valley Center according to the Local Government Protocol and that the City will provide access to files and information supporting the municipal inventory.

The 2030 emissions projections prepared for the General Plan update take into account some of the federal and State legislative and regulatory actions that will reduce GHG emissions (i.e., renewable energy portfolio standards, vehicle fuel efficiency and fuel carbon standards). The consultant team will evaluate additional State and federal actions including, but not limited to, California's current and future building energy efficiency standards (Title-24), appliance efficiency standards (Title-20), federal and State lighting efficiency standards, and State water conservation mandates (Senate Bill-7X). These federal and State actions will be applied to the 2020 projections as well and be credited toward the City's overall emission reduction efforts.

AECOM team member Nelson/Nygaard will compile a transportation-related GHG inventory, and develop two horizon-year VMT and transportation related GHG

estimates (for example, estimates for VMT to and within Lodi and all GHG emissions occurring within City boundaries by 2020 and 2030). The City of Lodi travel demand model was developed and calibrated in 2007, and was used in the City's General Plan update. The General Plan analysis includes a baseline figure for citywide VMT and a projection of VMT at full development of the General Plan (the year 2030). An interim horizon year estimate (2020) for VMT and GHG emissions will be calculated by using the phasing of development scheme outlined in the City General Plan (Phases I, II, and III), in tandem with conversations with City staff regarding the potential timeline for development and infrastructure improvements. Given current economic conditions, it is likely more growth will occur between 2020 and 2030 than between the baseline year and 2020. Policy C-G10 of the General Plan directs the City to "reduce greenhouse gas emissions to 15% below 2008 levels by 2020." This target is consistent with current State recommendations for 2020 and requires no revision. The General Plan does not, however, set explicit targets for 2030 or 2050. As part of this task, we will work with City staff to identify defensible and achievable GHG reduction targets for these years. The consultant team will provide a memorandum that describes State guidance relevant to target setting of medium and long-term horizons.

Team Responsibilities: With technical oversight from AECOM and Nelson/Nygaard, Studio 30 students will evaluate and update the communitywide GHG inventory and evaluate or prepare projections as described above for 2020 and 2030. AECOM and Nelson/Nygaard staff will review all materials produced prior to submittal to the City.

Meetings and Work Products:

- Communitywide inventory and projections review and update memorandum
- GHG reduction target recommendation memorandum

TASK 3. PUBLIC OUTREACH

The following subtasks describe our proposed comprehensive public education and outreach program. These tasks include community workshops, a joint Planning Commission/City Council study session to review preliminary CAP measures, and attendance of two public hearings regarding the Draft CAP with the Planning Commission and City Council.

3.1 Community Stakeholder Meeting

The community stakeholder meeting will be designed to promote an inclusive public process reflecting the diversity of opinions in Lodi. The consultant team, working with City staff, will identify key community stakeholders (i.e., Lodi Chamber of Commerce) and conduct a meeting to solicit input regarding CAP measures, targets, and overall approach. The meeting will also serve as an opportunity for the City to convey its approach to climate action planning. This meeting will occur at an early stage in the planning process to ensure effective integration of this input. The consultant team will prepare meeting materials and facilitate a forum to collect stakeholder opinions.

Team Responsibilities: AECOM, will prepare community meeting materials. AECOM staff and Studio 30 faculty will attend, facilitate, and summarize the meeting.

Meetings and Work Products:

- One (1) community stakeholder meeting, with summarized stakeholder comments

3.2 Public Meeting

The public meeting will occur one-third of the way through the project, after preliminary GHG reduction measures have been developed. The meeting will provide background on why Lodi is developing a CAP and review the communitywide and municipal GHG inventories and preliminary GHG reduction measures. A key objective will be to promote input into the plan and gain feedback on the measures. The workshop will focus on engaging participants in the conversation through breakout group discussions that focus on GHG emissions sectors and preliminary measures. The breakout sessions will also allow the small groups to discuss ideas for preliminary measures.

Land Use + Transportation



How land use and transportation infrastructure are arranged within a community strongly influences whether residents choose to walk, bike, use public transit, or drive. Pedestrian- and transit-oriented land uses, improved walking and biking infrastructure, improved alternative transportation incentives, and other strategies to reduce single-occupancy vehicle use will be critical to achieving the City's GHG reduction goals.

Implementation of Pedestrian and Bicycle Master Plan	GHG Reduction (MT CO ₂ e/yr)	Cost to City	Cost to Resident or Business	Benefit to Resident or Business
<ul style="list-style-type: none"> Continue build-out goal of 25 percent build-out of the Pedestrian and Bicycle Master Plan by 2020. Conduct an obstacle study to determine existing challenges, opportunities, and priority investments. 	700	High	N/A	Very Low
Transportation Demand Management	GHG Reduction (MT CO ₂ e/yr)	Cost to City	Cost to Resident or Business	Benefit to Resident or Business
<ul style="list-style-type: none"> Union City Transportation Management Association Encourage employers to subsidize transit Enhance ride-share infrastructure to facilitate community participation 	540	Medium	Medium-High	Medium-High
Neighborhood Commercial Districts	GHG Reduction (MT CO ₂ e/yr)	Cost to City	Cost to Resident or Business	Benefit to Resident or Business
<ul style="list-style-type: none"> Enhance existing neighborhood-serving commercial centers in the city to increase residents' access to daily goods and services and encourage the development of mid-rise centers along the City's major corridors, where appropriate. 	260	Medium	N/A	Low
Transit-Oriented Development	GHG Reduction (MT CO ₂ e/yr)	Cost to City	Cost to Resident or Business	Benefit to Resident or Business
<ul style="list-style-type: none"> Continue supporting transit-oriented development in the Intermodal Station District and adjacent areas 	6,810	High	N/A	Low



Community meeting board for the Union City CAP

We also suggest that City website provide an avenue for the public to provide input regarding the planning process. The consultant team could assist in developing an appropriate social media site for this purpose.

We recommend a town-hall meeting or open-house format for the meeting, lasting approximately two (2) hours. Given the City's attendance target for this meeting (50 – 100 participants), the venue selected by the City should be large and flexible to support an interactive format. The first portion of the workshop will consist of an overview presentation and facilitated question and answer session and allow participants to review information about climate change, its nexus to the City's sustainable planning efforts, and community sectors that contribute to GHG emissions. AECOM will develop information materials and display boards for up to four stations. Opportunities for one-on-one dialogue with staff and consultants will be offered and public comments/ input will be recorded at each station.

The second portion will allow participants to participate in 3 - 5 break-out groups exploring different GHG reduction strategies within each sector (i.e., land use and transportation; buildings and energy; waste, water, and green infrastructure). The group discussion could also address the rationale for their recommendation, effective contribution toward the GHG reduction target, and economic costs and benefits. Following the workshop, the boards prepared for each station may be used by the City as "static" displays that can be assembled at City buildings, public libraries, community centers or other public spaces to encourage further input.

Team Responsibilities: AECOM will prepare the public meeting materials. AECOM and Nelson/Nygaard staff will attend, facilitate, and summarize the meeting.

Meetings and Work Products:

- One (1) public meeting, with 1 presentation, and poster boards and fact sheets for up to four open house stations

3.3 Planning Commission/City Council Study Session

We have found through experience on past projects that early feedback from the Planning Commission and City Council is a valuable way to ensure that the CAP responds directly to community concerns and minimizes potential for surprise during the public hearing process. At this joint study session, we will review the priority emission reduction measures prior to drafting the Administrative Draft CAP. We will provide a list of prioritized measures (as described in measure 4.5.A) and a summary presentation to be used at the meeting and will be available to respond to comments and questions as requested by staff. We will be available to answer questions and take notes on desired modifications to the plan.

Team Responsibilities: Up to two AECOM staff, one Nelson/Nygaard staff, and Studio 30 faculty will attend the joint study sessions.

Meetings and Work Products:

- Preparation, attendance, and presentation for one (1) Planning Commission/City Council joint study session

3.4 Attend Public Hearings

AECOM will present the CAP and respond to public and decision-maker comments and questions at up to two (2) public hearings. We anticipate that these hearings will occur before the Planning Commission and City Council. The work scope assumes that two AECOM staff members will be present at each meeting.

Team Responsibilities: Up to two AECOM staff will attend the public hearings and be available to answer questions.

Meetings and Work Products:

- Up to two (2) AECOM staff attend and present at up to two (2) public hearings

TASK 4. GREENHOUSE GAS REDUCTION STRATEGIES AND GOALS

This task consists of identifying existing policies and programs that already reduce municipal and communitywide GHG emissions; identifying potential emission reduction measures, and evaluating the technical, economic and political feasibility of these measures. This task culminates in the Planning Commission/City Council joint study session identified as Subtask 3.3 above, prior to preparation of the administrative draft CAP.

4.1 Review of Existing Policies and Programs

The review of City and Lodi Electric Utility policies and programs will ensure the consultant team understands the full range of existing activities in Lodi affecting both municipal and communitywide GHG emissions. This task consists of desktop review of existing plans, policies, and programs across the main sectors of building energy, waste, water, transportation and land use, green infrastructure, and agriculture. It will also be important to be aware of activities and measures being planned in adjacent cities in San Joaquin County and within the region, to maximize opportunities for partnership and collaboration. Two (2) meetings with City staff, Lodi Electric Utility representatives, and regional agencies will help clarify any particularly successful or underperforming programs and identify lessons learned for the CAP. The existing policy and program review will be incorporated into a document that identifies existing strengths and weaknesses, and future opportunities and constraints related to municipal and communitywide emission reductions.

Where established quantification methodologies are available, the consultant team will quantify the emissions reduction potential of these existing policies and programs. These reductions will be identified as current achievements within the CAP.

Team Responsibilities: With oversight from AECOM, Nelson/Nygaard, and Studio 30 faculty, Studio 30 students will conduct the review of existing policies and programs. Studio 30 students will prepare the summary Strengths, Weaknesses, Opportunities and Constraints report.

Meetings and Work Products:

- Two (2) meetings with City and Lodi Electric Utility staff to review existing policies
- Strengths, Weaknesses, Opportunities and Constraints document summarizing findings of Tasks 4.1 and 4.2

4.2 Baseline Community Assessment

The review of existing community conditions will enable the consultant team to customize emission reduction measures to Lodi's specific context. The consultant team will develop climate-specific estimates of baseline energy and water use in residential and commercial buildings. This analysis includes two (2) meetings with City staff and will provide insight into which end uses provide greatest opportunity for efficiency improvements and GHG reductions. The consultant team will also examine the solid waste characteristics and diversion rates of various waste materials and identify opportunities for enhanced organic waste diversion. The team will also examine transportation-related metrics such as mode share, existing pedestrian, bicycle, and transit infrastructure, commute patterns, and land use patterns and urban design features. We will analyze community demographics to ensure the CAP measures fit the community's needs. The baseline community assessment will be incorporated within the Strengths, Weaknesses, Opportunities and Constraints document described above.

Team Responsibilities: AECOM and Studio 30 faculty will provide a document and data framework for the baseline community assessment and assist Studio 30 students to conduct this analysis.

Meetings and Work Products:

- Two (2) meetings with City staff to review existing conditions
- Results summarized in Strengths, Weaknesses, Opportunities, and Constraints document identified in Task 4.1

4.3 Preliminary Emissions Reduction Measures

Based on the opportunities identified in the existing policy and program review and baseline community

assessment tasks described above, the consultant team will develop a preliminary list of GHG reduction measures appropriate for Lodi's unique context. A range of potential measures will be presented for each reduction strategy/sector (e.g., energy efficiency/renewable generation, water efficiency, wastewater treatment, solid waste diversion, transportation/land use, carbon sequestration/green infrastructure, agriculture). The list will draw from AECOM's extensive list of GHG reduction measures, a review of other community data sources, and strategies advocated by organizations such as the Governor's Office of Planning and Research (OPR), California Air Pollution Control Officers Association (CAPCOA), the Attorney General's office, ICLEI, and best practices from other cities throughout the nation and world. Nelson/Nygaard will evaluate and propose context-specific transportation-related measures that aim to reduce vehicle-miles-traveled (VMT), based on traffic analysis of trip ends, and VMT within the jurisdiction of the City. To the maximum extent feasible, the list will build on policies and guidance for sustainable land use, transportation, and building contained in the General Plan and other City and regional policy documents. Preliminary measures will include requirements for municipal emissions, and voluntary, incentive-based approaches to achieve communitywide emission reductions. Measures could relate to (but would not be limited to) the following areas:

- Energy efficiency in existing residential and commercial buildings through financing and other incentive-based programs, ordinances, or expansion of existing subsidized low-income weatherization programs (Related to General Plan Policy C-P37).
- Enhancing energy performance of new construction through energy efficiency or green building ordinances, or (Related to General Plan Policy C-P38).
- Renewable energy programs that facilitate access to grants or power purchase agreements or setting up alternative financing strategies (Related to General Plan Policy C-P40).
- Travel Demand Management (TDM). This sector encompasses a wide variety of potential incentive and promotional programs to reduce solo-occupant vehicle trips (aka "drive-alone trips") by encouraging shift to more sustainable modes. Feasible programs could

include: enhancement of existing telecommute programs, and consideration of parking cash-out policies and/or demand-responsive parking charges.

- Enhancements to transit. This could include: enhanced or new shuttles and/or increased fixed-route transit service; improved regional transit connections to/from the City; subsidized transit passes to more employers and organizations in Lodi (Related to General Plan Policies T-P25, 28, and 29).
- Enhancements to pedestrian and bicycle infrastructure. These strategies provide some emissions reductions themselves but are also key supportive strategy to realize the emissions reductions potential of transit enhancements (Related to General Plan Policies T-P14,15,16,17, and 18).
- Land Use Form - Changes in density, mixed-use, and localized design features (Related to General Plan Policies LU-P6,18,25,26, and 27).
- Employee Based Housing - Incentives to encourage persons currently working in the city to live in the city as well. These incentives can take the form of down payment assistance, rental subsidies, and other similar techniques.
- Encouraging water efficiency and water sensitive design practices within new and existing development (Related to General Plan Policies GM-P11, 12, 13, 14, 15).
- Expanded urban forest efforts in developed portions of the city (Related to General Plan Policies C-P38 and 42).
- Encouraging reductions in agricultural nitrogen fertilizer application rates and increasing in field equipment fuel efficiency.

Transportation related measures could include:

- Transportation Demand Management (TDM) – This sector encompasses a wide variety of potential incentive and promotional programs to reduce solo-occupant vehicle trips (aka "drive-alone trips") by encouraging shift to more sustainable modes. Feasible programs could include: launch of a community-based carsharing pilot, enhancements of bicycle and pedestrian programs and infrastructure, guaranteed ride home programs, enhancement of existing telecommute programs, and consideration of parking cash-out policies and/or demand-responsive parking charges.



Landscaping can be employed as part of water sensitive design practices in new development

- Transit Enhancements – This could include: service enhancements (new GrapeLine service, express service, transit priority upgrades to streets, etc.), the provision of subsidized transit passes, the elimination of potential last mile barriers that keep people from using transit, and the conversion to hybrid or Compressed-Natural Gas Vehicles. Nelson\Nygaard's work on the Lodi Short Range Transit Plan (FY 2008/09 – FY 2017/18) gives our team an intimate knowledge of existing transit service characteristics in Lodi, as well as rider demographics, community priorities, and the feasibility of potential service changes and/or expansion programs.
- Transportation System Management (TSM) – Nelson\Nygaard will review any system management strategies that may have already been implemented for major auto arterials and suggest potential additional measures such as signal timing and/or prioritization and real-time traffic information. For this task, we will emphasize cost-effectiveness and coordination with county public works and Caltrans where there jurisdiction adheres.

Preliminary measures will be presented in a workbook format that allows the City to provide written feedback and rate potential measures. The City will be asked to evaluate these measures and determine which ones could be technically and politically feasible in Lodi. The consultant team will be available to provide assistance during this process. This evaluation will result in a list of selected measures that will be used in the following emissions reduction and economic analysis task. Team Responsibilities: AECOM and Nelson/Nygaard will identify a wide variety of potential emission reduction measures. Nelson/Nygaard will develop transportation-related measures and AECOM will identify on the non-transportation-related measures. Studio 30 faculty and students will break into sub-groups by strategy/sector to research additional best practices, and evaluate the "fit" of each proposed measure to Lodi.

Meetings and Work Products:

- Preliminary GHG reduction measures workbook

4.4 Emissions Reduction and Economic Analysis

Once a list of measures that would be technically and political feasible is identified, the consultant team will evaluate the associated GHG reduction potential and costs and savings. Because one measure can take multiple forms, the consultant team will work with City staff and other agency personnel to develop reasonable assumptions for each measure. Two important variables are the participation rate and performance level. Participation rate refers to the portion of the community that is expected to implement a measure (e.g., percent of residential units that would implement energy efficiency improvements). Performance level refers to the degree to which a measure will reduce an emissions generating activity (e.g., the level of energy efficiency improvement in building retrofit). These assumptions considerably influence a measure's GHG reduction potential, cost/savings implications, and feasibility. AECOM and Nelson/Nygaard, working with City staff, will use the Climate Action Plan Toolkit described in the project approach to develop appropriate assumptions.

4.4.A Emissions Reduction Analysis

The consultant team will use defensible bottom-up quantification methodologies to estimate GHG reductions of selected measures. Quantification will be based on methodologies such as those described in the California Pollution Control Officers Association's (CAPCOA) Quantifying Greenhouse Gas Mitigation Measures report, ARB, EPA, and other agency publications, and methodologies AECOM and Nelson/Nygaard have developed. All quantification methodologies will be available for review by the City and documented in the final work product. The analysis will examine reductions of primary GHGs including carbon dioxide, methane, and nitrous oxide. The reduction potential of each measure will be expressed in terms of metric tons of carbon dioxide equivalent (MT CO₂e) emissions.

AECOM team member Nelson/Nygaard will use its proprietary Trip Reduction Impact Analysis (TRIA) tool to evaluate the potential GHG emissions reductions possible from investment in a select list (maximum of 5) of the most feasible multimodal programs and projects appropriate for the Lodi context. The strategies to be evaluated will be based on the implementation details of the most feasible strategies.

Team Responsibilities: AECOM and Nelson/Nygaard will conduct the emissions reduction analysis using the Climate Action Planning Toolkit and Trip Reduction Impact Analysis (TRIA) tool. AECOM and Studio 30 faculty will review existing emission reduction methodologies with Studio 30 students and work with the students to identify new innovative reduction methods that would ideally be used within the Lodi CAP.

4.4.B Economic Analysis

The consultant team will evaluate the public (i.e., City) costs of each selected measure. Public costs will include first costs, personnel, and administrative costs. The consultant team anticipates that City staff will provide Lodi-specific program, personnel, and administrative cost data to calibrate this analysis. The consultant team will also evaluate private (i.e., to businesses, residents) cost and savings for up to 10

energy and water measures. The analysis will examine first cost, avoided costs and simple payback. Available rebates or financing mechanisms will be presented and analyzed to reduce the private costs.

The team will also evaluate co-benefits of proposed measures including potential energy savings, water conservation, waste reduction, and public health. Co-benefits and costs will be described quantitatively where possible and qualitatively where not possible.

Team Responsibilities: AECOM will conduct the economic analysis, and Studio 30 students will collect and organize data for the analysis. Nelson/Nygaard will develop cost estimates for transportation programs and projects and assist with identification of co-benefits (public health, safety, economic development, etc).

Meetings and Work Products:

- Memorandum summarizing emissions reduction potential, public and private cost/savings, and co-benefits of selected measures.

4.5 Priority Emissions Reduction Measures

Using the emission reduction and economic analysis, the consultant team will work with City staff to conduct a final feasibility analysis, select a list of priority CAP measures, and develop detailed implementation steps.

4.5.A Feasibility Analysis

At this point in the measure development process, the City will have reviewed the technical, political, and financial feasibility and GHG reduction potential of each potential measure with stakeholders and the community at-large. This combined information will allow the City to make informed decisions about which measures to include within its CAP. The consultant team will facilitate a meeting with City staff to review the measures and select a list of priority measures that will move forward in the CAP. The list of prioritized measures will identify GHG reduction, economic impact, and community co-benefits. The list will also represent GHG reduction potential of the measures as %-reductions relative to the City's reduction target, and potential measure costs relative

to either the City's Capital Improvement Program or departmental operating budgets (i.e., low/medium/high cost ratings). This information forms the basis for presentation to the Planning Commission/City Council in a joint study session format prior to drafting the administrative CAP (described in Task 3.4).

Team Responsibilities: AECOM will work with City staff to conduct the feasibility analysis. Nelson/Nygaard staff will be available via conference call to participate in these meetings when necessary. As this task occurs over UC Davis' summer break, Studio 30 involvement will be limited to participating faculty and a student intern.

4.5.A Define Action Steps and Performance Indicators

Action steps will guide future implementation of the measures. The consultant team will work with City staff to develop action steps for each priority measure, including action step timelines, responsible department(s), and potential funding sources. Input from City departments is critical to this process, so the consultant team will schedule a staff meeting to facilitate this process. The consultant team will also work with staff to develop performance indicators for each measure, which can be used to track implementation progress at intervals in the future.

Team Responsibilities: AECOM will work with City staff to define action steps and performance indicators. Nelson/Nygaard staff will provide assistance with transportation-related measures. As this task occurs over UC Davis' summer break, Studio 30 involvement will be limited to participating faculty and a student intern.

Meetings and Work Products:

- Memorandum describing priority measures with GHG reduction, economic impact, and community co-benefit metrics.
- Memorandum describing action steps and performance indicators.

TASK 5. CLIMATE ACTION PLAN DOCUMENT

Following the Planning Commission/City Council joint study session (described in task 3.4), this task consists of preparation of Administrative Draft, Public Review Draft, and Final CAPs and an evaluation and monitoring plan.

5.1 Prepare Administrative Draft Climate Action Plan

The consultant team will complete an Administrative Draft CAP for City staff and public review. Prior to preparing the draft, the consultant team will provide the City with a detailed annotated outline of the proposed contents as well as a proposed graphic layout of the CAP for review and approval. The CAP will make substantial use of graphics, including charts, diagrams, and tables to convey key information. The document will convey reduction measures and adaptation strategies along with associated costs, benefits, implementation strategies, and forecasted reductions, incorporating only a minimal amount of background information.

We propose that the CAP be organized as follows:

Chapter 1. Climate Change and the City of Lodi. The first chapter of the CAP will outline the City's rationale and motivation for addressing climate change and developing and implementing the CAP. The chapter will provide a brief overview of the science behind climate change, describe the potential impacts climate change may create in Lodi, and outline state policies to reduce emissions.

Chapter 2. Baseline Emissions Inventory and Forecast. This chapter will present a summary of the municipal and communitywide emissions inventories and projections, and will describe the reductions necessary to achieve the mandatory municipal reduction target and voluntary communitywide reduction target.

Chapter 3. Emissions Reduction Measures. This chapter will describe the measures necessary to reduce emissions in City government and the community and achieve reduction targets. Each measure will document GHG reduction potential, include implementation actions and timelines,

describe costs and financing mechanisms, and assign responsibility to City agencies and departments.

Chapter 4. Benchmarks and Next Steps. This chapter will identify benchmarks, monitoring procedures, and other steps needed to achieve emission reduction goals and implement adaptation strategies. This chapter will present a recommended method for monitoring emissions and verifying results of the CAP through inventory updates at least every five years, and through implementation actions and associated performance metrics. This chapter will also address how the CAP meets standards for a plan for the reduction of GHG emissions pursuant to CEQA Guidelines Section 15183.5, as well as how the CAP enables future projects to take advantage of CEQA streamlining benefits.

Team Responsibilities: AECOM will oversee the production of the CAP. Studio 30 faculty and students will develop content of Chapters 1 and 2, and will assist with portions of Chapter 3 of the administrative draft CAP. Nelson/Nygaard will provide input for the transportation section of Chapter 3. AECOM will also review and edit an internal draft before the document provided to the City.

Meetings and Work Products:

- Annotated outline and graphic template for the Climate Action Plan (electronic copy)
- Administrative Draft Climate Action Plan (electronic copy)

5.2 Prepare Public Review Draft Climate Action Plan

Following receipt of a single set of consolidated City comments, AECOM will revise the Administrative Draft CAP to produce a Public Review Draft CAP. City staff will develop an appropriate distribution list, and circulate the Draft CAP to the public and applicable agencies and interest groups. AECOM recommends a 30-day formal public review period during which comments on the Draft CAP will be accepted.

Team Responsibilities: AECOM will incorporate consolidated comments from the City prior to release of the Public Review Draft.

Meetings and Work Products:

- Draft Climate Action Plan (electronic copy)

5.3 Prepare Final Climate Action Plan

At the conclusion of the public review period, AECOM will provide a brief summary characterization of the nature of public comments for staff consideration prior to preparing the Final CAP.

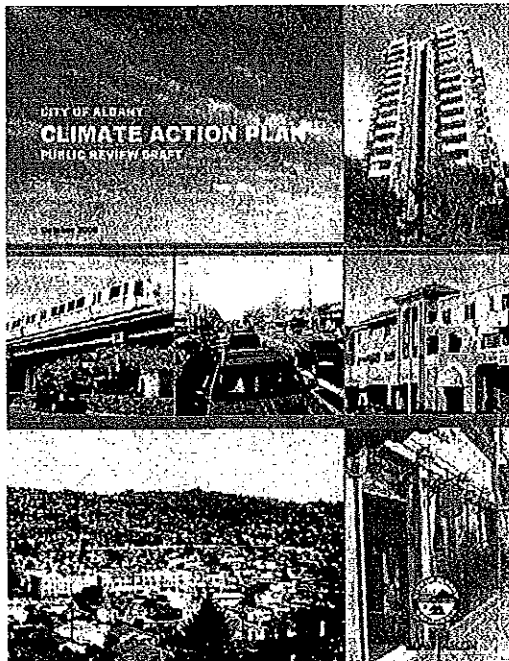
For budget purposes, AECOM assumes that no new information will be raised in the comments that require substantive revisions to the CAP, and that comments received require only minor adjustments to or clarification of concepts contained within the draft. If the volume or complexity of the comments requires additional effort, an adjustment to the work plan and budget may be needed.

Following public hearings, AECOM will prepare a Final CAP that incorporates appropriate revisions to the text of the Draft CAP in consideration of public comments.

Team Responsibilities: AECOM will incorporate public comments prior to release of the Climate Action Plan.

Meetings and Work Products:

- Administrative and Public Review Draft CAP (electronic copy)
- Final CAP (electronic document)



Cover for the City of Albany CAP Public Review Draft

EXHIBIT B

AECOM

TASKS	Principal-in-Charge	Project Manager Studio 30 Fellow	GHG Analyst	Technical Lead	Planner Outreach Specialist	Subtotal AECOM		UC Davis Studio 30	Nelson Nygaard	TOTAL
	Rate/Hour					Hours	Dollars	Dollars	Dollars	Dollars
Task 1: Project management and baseline data review						153	\$27,870	\$0	\$2,880	\$30,750
Subtotal (Task 1)										
Task 2: Develop baseline GHG inventory/projections						80	\$8,980	\$3,000	\$6,972	\$18,952
Subtotal (Task 2)										
Task 3: Conduct public outreach						186	\$16,760	\$2,000	\$1,194	\$19,954
Subtotal (Task 3)										
Task 4: Develop GHG Reduction Strategies and Goals						288	\$23,655	\$7,000	\$6,962	\$42,607
Subtotal (Task 4)										
Task 5: Prepare Climate Action Plan						192	\$16,820	\$6,000	\$4,682	\$28,502
Subtotal (Task 5)										
Total Labor Hours	104	154	93	108	160	609				
Total Labor Dollars	\$19,240	\$22,330	\$9,765	\$11,880	\$12,750		\$75,965	\$18,000	\$21,760	\$116,725
DIRECT COSTS										
1. Misc Expenses							\$250		\$240	\$490
2. Display Boards and meeting materials							\$1,000			\$1,000
3. Travel							\$750			\$750
Total Direct Costs							\$2,000	\$0	\$240	\$2,240
TOTAL BASELINE COST/FIXED PRICE FOR SCOPE OF WORK							\$77,965	\$18,000	\$22,000	\$117,965

EXHIBIT C



Insurance Requirements for Contractor The Contractor shall take out and maintain during the life of this contract, insurance coverage as listed below. These insurance policies shall protect the Contractor and any subcontractor performing work covered by this contract from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from Contractor's operations under this contract, whether such operations be by Contractor or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amount of such insurance shall be as follows:

- | | |
|--|---|
| <p>1. <u>COMPREHENSIVE GENERAL LIABILITY</u>
\$1,000,000 Ea. Occurrence

\$2,000,000 Aggregate</p> | <p>2. <u>COMPREHENSIVE AUTOMOBILE LIABILITY</u>
\$1,000,000 Bodily Injury - Ea. Person
\$1,000,000 Bodily Injury - Ea. Occurrence
\$1,000,000 Property Damage - Ea. Occurrence</p> |
| <p>3. <u>PROFESSIONAL ERRORS AND OMISSIONS</u>
Not less than \$1,000,000 per Claim. Certificate of Insurance only required.</p> | |

NOTE: Contractor agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).

NOTE: (1) The street address of the **CITY OF LODI** must be shown along with (a) and (b) above: 221 West Pine Street, Lodi, California, 95241-1910; (2) The insurance certificate must state, on its face or as an endorsement, a description of the project that it is insuring.

A copy of the certificate of insurance with the following endorsements shall be furnished to the City:

- (a) **Additional Named Insured Endorsement**
Such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed Boards, Commissions, Officers, Agents, Employees, and Volunteers as additional named insureds.

(This endorsement shall be on a form furnished to the City and shall be included with Contractor's policies.)
- (b) **Primary Insurance Endorsement**
Such insurance as is afforded by the endorsement for the Additional Insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.
- (c) **Severability of Interest Clause**
The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability.
- (d) **Notice of Cancellation or Change in Coverage Endorsement**
This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 W. Pine St., Lodi, CA 95240.

Compensation Insurance The Contractor shall take out and maintain during the life of this contract, Worker's Compensation Insurance for all of Contractor's employees employed at the site of the project and, if any work is sublet, Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide insurance for the protection of said employees. This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 W. Pine St., Lodi, CA 95240.

NOTE: No contract agreement will be signed nor will any work begin on a project until the proper insurance certificate is received by the City.

RESOLUTION NO. 2013-_____

A RESOLUTION OF THE LODI CITY COUNCIL
APPROVING A CONTRACT AMENDMENT AGREEMENT
WITH AECOM TECHNICAL SERVICES FOR
DEVELOPMENT OF THE CLIMATE ACTION PLAN

=====

WHEREAS, on February 15, 2012, the Lodi City Council did authorize a Resolution to award a contract to AECOM Technical Services, of Sacramento, for professional services for the development of the Climate Action Plan, in an amount not to exceed \$120,000; and

WHEREAS, the City and AECOM entered into a contract on March 26, 2012, that would terminate upon the completion of the Scope of Services or April 1, 2013, whichever occurred first; and

WHEREAS, the project will not be completed by April 1, 2013, both the City and AECOM desire to extend the term of the contract to allow for the completion of the Scope of Work.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a Contract Amendment Agreement with AECOM Technical Services, of Sacramento, to extend the contract from April 1, 2013, to May 31, 2013.

BE IT FURTHER RESOLVED that the Amendment shall not increase the compensation called for in paragraph 3.1 of the Contract.

Dated: March 20, 2013

=====

I hereby certify that Resolution No. 2013-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held March 20, 2013, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk

2013-_____



TM

CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Authorizing the City Manager to Sign a Lease Agreement with Lodi Health for Operation of Camp Hutchins Day Care Program

MEETING DATE: March 20, 2013

PREPARED BY: Parks, Recreation and Cultural Services Director

RECOMMENDED ACTION: Adopt resolution authorizing the City Manager to sign a lease agreement with Lodi Health for operation of the Camp Hutchins Children's Day Care Program at Hutchins Street Square.

BACKGROUND INFORMATION: The City leases a portion of Hutchins Street Square to Lodi Health to operate a child care facility, known as Camp Hutchins, since 1998. The most recent lease agreement, in which Lodi Health paid \$1 a year for Camp Hutchins and the Adult Day Care Center, expired on August 1, 2012.

The City Council directed staff on December 19, 2012 to negotiate new lease terms with Lodi Health to reduce the City's subsidy of the private daycare program. Although Lodi Health initially indicated it would cease the program, it recently notified City staff it had reversed course. The attached agreement fulfills the Council's goals. Lodi Health will pay \$2,250 a month rent, \$200 a month for water and sewer use, and will continue paying \$338 a month for electricity and garbage service as it has since September 2012. Lodi Health will be responsible for all interior maintenance, repairs and janitorial services. The City is responsible for maintaining exterior areas.

The agreement is for one year with two automatic one-year extensions if neither party gives 30 days' notice to cancel the extension. The agreement may also be canceled by either party with 90 days' notice.

FISCAL IMPACT: Total annual revenue of \$33,456 to the Parks, Recreation and Cultural Services Department.

FUNDING AVAILABLE: Not applicable.

Jeff Hood
Director
Parks, Recreation and Cultural Services Department

Attachments: Agreement

cc: City Attorney

APPROVED: _____
Konradt Bartlam, City Manager

AGREEMENT – Camp Hutchins

THIS AGREEMENT, entered into by and between the CITY OF LODI, a municipal corporation ("City"), and LODI MEMORIAL HOSPITAL ASSOCIATION, INC. ("Hospital").

WHEREAS, the Hospital and the City have a history of partnering with the operation of Camp Hutchins at Hutchins Street Square, formally located at 125 South Hutchins Str., Lodi, Calif. 95240;

WHEREAS, Hospital and the City have previously entered into Agreements whereby Hospital leased from City the western portion of the remodeled multi-purpose building at Hutchins Street Square, for Camp Hutchins use.

WHEREAS, the purpose of this Agreement is to continue these relationships through a contract that will run for one (1) year from the date established in this Agreement with the option of two (2) one-year (1) extensions.

NOW, THEREFORE, IT IS AGREED by and between the parties hereto as follows:

1. The purpose of this Agreement is to provide a children's day care on a year-round basis at the Hutchins Street Square facility.
2. The City of Lodi will lease to Lodi Memorial Hospital for the sum of TWO THOUSAND TWO-HUNDRED FIFTY DOLLARS (\$2,250.00) per month, payable by the tenth day of each month, for the facilities and spaces described as follows:

Camp Hutchins

The western portion of the remodeled multi-purpose building at Hutchins Street Square, as more particularly shown on the floor plan attached hereto and made a part of this Agreement by reference.

3. The term of this Agreement shall be for a period of one (1) year commencing July 1, 2013 and expiring on June 30, 2014. This Agreement may be terminated with or without cause by either party by providing not less than ninety (90) days advance written notice to the other party. This Agreement will extend automatically for two successive one year periods if neither party gives notice of intent to terminate thirty (30) days prior to the then current expiration date.
4. Hospital agrees to provide, within the limits imposed by licensing/regulatory agencies, child care program services to all persons meeting the criteria for participation, regardless of race, color, religion, sexual orientation, marital status, national origin, ancestry, age, residency or any other criteria prohibited by law.
5. Hospital shall provide all necessary and customary equipment, furniture, and staff to provide care for a maximum of fifty-six (56) children in Camp Hutchins.
6. Hospital shall be responsible for publicity and marketing of the program.
7. The leased premises (as described in paragraph 2) will not be available to the City "after hours" or on weekends for outside rental.
8. City shall provide all customary and usual maintenance of the exterior building and grounds.
9. Hospital shall be responsible for all janitorial and cleaning services, and repairs and maintenance of the interior of the space described in paragraph 2. To assure notification of necessary repairs of the leased space, Hospital shall notify City for all interior repairs that exceed five hundred dollars (\$500.00) per occurrence.
10. Hospital shall pay the City THREE HUNDRED THIRTY-EIGHT DOLLARS (\$338.00) per month, due and payable by the tenth day of the month, for electricity and garbage expense. The

electricity and garbage rates are subject to annual adjustment by The City of Lodi in the event of a rate change or in the event of increased demand by Hospital. The garbage pickup adjustments shall be based on one-half the cost of weekly pickup of a 4-cubic yard container.

11. Hospital shall pay the City TWO HUNDRED DOLLARS (\$200.00) per month, due and payable by the tenth day of each month, for water and sewer expense. The water and sewer rates are subject to annual adjustment by the City of Lodi in the event of a rate change or in the event of increased demand by Hospital.
12. City shall be obligated only to provide the necessary space and exterior maintenance as described within this Agreement. All other expenses of operation of the child care program shall be the responsibility of Hospital.
13. Hospital agrees to operate the Camp Hutchins program on a not-for-profit basis. Charges or fees for such services shall be adjusted with the intent to make such charges or fees reflect the actual cost of operation and overhead of the facility.
14. INDEMNITY: Hospital agrees to indemnify and hold harmless City and its officers, agents and employees from and against all claims of whatever nature arising from any act, omission, or negligence of Hospital or Hospital's contractors, licensees, agents, servants, or employees, or arising from any accident, injury, or damage whatsoever caused any person, or to the property of any person, occurring during the term hereof, in or about the demised premises where such accident, damage, or injury, including death, results, or is claimed in whole or in part to have resulted, from any act or omission on the part of Hospital or Hospital's agents or employees. This indemnity and hold harmless agreement shall include indemnity against all costs and expenses, including attorney's fees incurred in or in connection with any such claim or proceeding brought thereon and the defense thereof.
15. GENERAL LIABILITY AND PROPERTY DAMAGE INSURANCE: Hospital agrees to maintain in full force during the term hereof a policy of general liability insurance under which Hospital is named as insured, and containing an additional named insured endorsement naming City, its elected and appointed boards, commissions, officers, agents, employees and volunteers as additional insured, and under which the insurer agrees to indemnify and hold Hospital and City harmless from and against all costs, expenses, and liability arising out of, or based upon, any and all property damage, or damages for personal injuries, including death, sustained in accidents occurring in or about the premises, where such accident, damage, or injury, including death, results, or is claimed to have resulted, from any act or omission on the part of Hospital, or Hospital's agents or employees. The minimum limits of such insurance shall be \$5,000,000 (five million dollars). In addition to the additional named insured endorsement on Hospital's policy of insurance, said insurance policy shall be endorsed to include the following language:

"Insurance as is afforded by the endorsement for additional insured shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the coinsurance afforded by this endorsement."
16. A duplicate or certificate of said public liability and property damage insurance policy containing the above-stated required endorsement shall be delivered to City within ten (10) days after the issuance and each renewal of said policy.
17. Hospital shall take out and maintain during the term of this Agreement, Worker's Compensation Insurance for all of the Hospital's employees employed to perform work in the programs described herein. A waiver of subrogation for workers compensation is required.
18. In the event of a cessation of operation or abandonment of the child care program by Hospital for a period exceeding thirty (30) days, City may, in its sole discretion, deem this Agreement null and void.

19. Any notice required to be given by the terms of this Agreement shall be in writing signed by an authorized representative of the sender and shall be deemed to have been given when the same is personally served or upon receipt by express or overnight deliver, postage prepaid, or in three (3) days from the time of mailing if sent by first class or certified mail, postage prepaid, addressed to the respective parties as follows:

City shall be: City Manager
P.O. Box 3006
Lodi, CA 95241-1910

With a copy to: Community Center Director
Hutchins Street Square
125 S. Hutchins Street
Lodi, CA 95240

Hospital shall be: Lodi Memorial Hospital
Hospital Administrator
975 South Fairmont Ave
Lodi, CA 95240

20. This Agreement shall be construed in accordance with the laws of the State of California.

21. If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

22. This Agreement constitutes the entire understanding and agreement between the parties hereto. There shall be no modifications without the written consent of both parties.

Executed this ____ day of _____, 2013 at Lodi, San Joaquin County, California.

CITY OF LODI, a municipal corporation

LODI MEMORIAL HOSPITAL

KONRADT BARTLAM
City Manager

JOSEPH HARRINGTON
President and CEO

ATTEST:

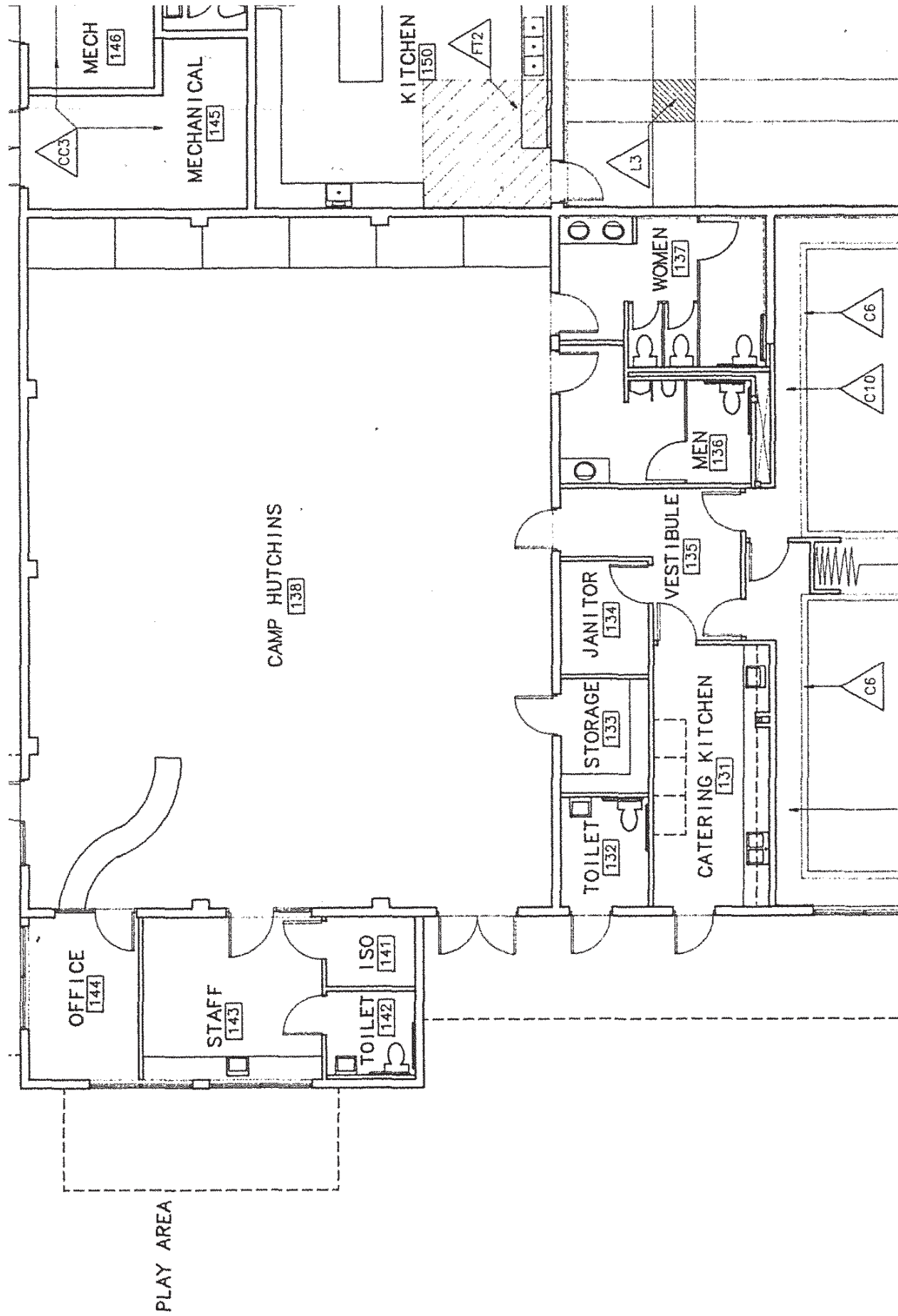
RANDI JOHL
City Clerk

Dated: _____

APPROVED AS TO FORM:
D. STEPHEN SCHWABAUER
CITY ATTORNEY

By: JANICE D. MAGDICH
Deputy City Attorney





RESOLUTION NO. 2013-_____

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING THE CITY MANAGER TO EXECUTE LEASE
AGREEMENT WITH LODI HEALTH FOR OPERATION OF
CAMP HUTCHINS DAY CARE PROGRAM

=====

WHEREAS, the City has leased a portion of Hutchins Street Square to Lodi Health to operate a child care facility, known as Camp Hutchins, since 1998; and

WHEREAS, the most recent lease agreement, in which Lodi Health paid \$1 a year for Camp Hutchins and the Adult Day Care Center, expired on August 1, 2012; and

WHEREAS, the City Council directed staff on December 19, 2012, to negotiate new lease terms with Lodi Health to reduce the City's subsidy of the private daycare program; and

WHEREAS, although Lodi Health initially indicated it would cease the program, it recently notified City staff it had reversed course; and

WHEREAS, Lodi Health will pay \$2,250 a month rent, \$200 a month for water and sewer use, and will continue paying \$338 a month for electricity and garbage service as it has since September 2012; and

WHEREAS, Lodi Health will be responsible for all interior maintenance, repairs and janitorial services, and the City of Lodi is responsible for maintaining exterior areas; and

WHEREAS, the agreement is for one year with two automatic one-year extensions if neither party gives 30 days' notice to cancel the extension. The agreement may also be canceled by either party with 90 days' notice.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute the lease agreement with Lodi Health for operation of Camp Hutchins Day Care program.

Dated: March 20, 2013

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I hereby certify that Resolution No. 2013-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held March 20, 2013, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk

2013-_____



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CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Authorizing the City Manager to Sign a Lease Agreement with Lodi Health for Operation of the Adult Day Care Program at Hutchins Street Square

MEETING DATE: March 20, 2013

PREPARED BY: Parks, Recreation and Cultural Services Director

RECOMMENDED ACTION: Adopt resolution authorizing the City Manager to sign a lease agreement with Lodi Health for operation of the Adult Day Care program at Hutchins Street Square.

BACKGROUND INFORMATION: The City leases portions of Hutchins Street Square to Lodi Health to operate an adult day care facility for \$1 a year. The day care facility dates to 1990 and provides daytime care for adults who are not capable of caring for themselves. The most recent lease agreement expired on August 1, 2012.

At the December 19, 2012 City Council meeting, the Council directed staff to continue the \$1 annual lease for the Adult Day Care program. The agreement before the Council is for three years, commencing March 1, 2013, with two one-year automatic extensions if neither party gives 30 days' termination notice prior to the expiration date. Either party may terminate the agreement with 120 days' notice.

The Parks, Recreation and Cultural Services Department is pleased to note that Lodi Health has offered to pay the Parks, Recreation and Cultural Services Department \$538 a month for water, sewer, electricity and garbage service in the same fashion as Camp Hutchins, and will be responsible for interior maintenance and repairs. The City will be responsible for exterior maintenance and repairs.

FISCAL IMPACT: The Parks, Recreation and Cultural Services Department will receive \$6,456 annually in compensation for utilities, and Lodi Health will be responsible for interior repairs and maintenance.

FUNDING AVAILABLE: Not applicable.

Jeff Hood
Director
Parks, Recreation and Cultural Services Department

Attachment: Agreement
cc: City Attorney

APPROVED: _____
Konradt Bartlam, City Manager

AGREEMENT – Adult Day Care

THIS AGREEMENT, entered into by and between the CITY OF LODI, a municipal corporation ("City"), and LODI MEMORIAL HOSPITAL ASSOCIATION, INC. ("Hospital").

WHEREAS, the Hospital and the City have a history of partnering with the operation of the Adult Day Care Program at Hutchins Street Square, formally located at 125 South Hutchins Str., Lodi, Calif. 95240;

WHEREAS, Hospital and the City have previously entered into Agreements whereby Hospital leased from City a portion of the Senior Citizen's Complex at Hutchins Street Square;

WHEREAS, the purpose of this Agreement is to continue these relationships through a contract that will run for three (3) years from the date this Agreement with the option of two (2) one-year (1) extensions.

NOW, THEREFORE, IT IS AGREED by and between the parties hereto as follows:

1. The purpose of this Agreement is to provide an adult day care facility on a year-round basis at the Hutchins Street Square facility.
2. The City of Lodi will lease to Lodi Memorial Hospital for the sum of ONE DOLLAR (\$1.00) each year, payable in advance on the anniversary date of this Agreement, the facilities and spaces described as follows:

Adult Day Care Center

The southern portion of the remodeled Senior Citizen's Complex at Hutchins Street Square, as more particularly shown on the floor plan attached hereto and made a part of this Agreement by reference.

3. The term of this Agreement shall be for a period of three (3) years commencing March 1, 2013 and expiring on February 28, 2016. This Agreement may be terminated with or without cause by either party by providing not less than one-hundred twenty (120) days advance written notice to the other party. This Agreement will extend automatically for two successive one year periods if neither party gives notice of intent to terminate thirty (30) days prior to the then current expiration date.
4. Hospital agrees to provide, within the limits imposed by licensing/regulatory agencies, Adult Day Care program services to all persons meeting the criteria for participation, regardless of race, color, religion, sexual orientation, marital status, national origin, ancestry, age, residency or any other criteria prohibited by law.
5. Hospital shall provide all necessary and customary equipment, furniture, and staff to provide care for a maximum of thirty (30) persons in the Adult Day Care program.
6. Hospital shall be responsible for publicity and marketing of the program.
7. The leased premises (as described in paragraph 2) will not be available to the City "after hours" or on weekends for outside rental.
8. City shall provide all customary and usual maintenance of the exterior building and grounds.
9. Hospital shall be responsible for all janitorial and cleaning services, and repairs and maintenance of the interior of the space described in paragraph 2. To assure notification of necessary repairs of the leased space, Hospital shall notify City for all interior repairs that exceed five hundred dollars (\$500.00) per occurrence.

10. Hospital shall pay the City THREE HUNDRED THIRTY-EIGHT DOLLARS (\$338.00) per month, due and payable by the tenth day of the month, for electricity and garbage expense. The electricity and garbage rates are subject to annual adjustment by The City of Lodi in the event of a rate change or in the event of increased demand by Hospital. The garbage pickup adjustments shall be based on one-half the cost of weekly pickup of a 4-cubic yard container.
11. Hospital shall pay the City TWO HUNDRED DOLLARS (\$200.00) per month, due and payable by the tenth day of each month, for water and sewer expense. The water and sewer rates are subject to annual adjustment by the City of Lodi in the event of a rate change or in the event of increased demand by Hospital.
12. City shall be obligated only to provide the necessary space and exterior maintenance as described within this Agreement. All other expenses of operation of the Adult Day Care program shall be the responsibility of Hospital.
13. Hospital agrees to operate the Adult Day Care program on a not-for-profit basis. Charges or fees for such services shall be adjusted with the intent to make such charges or fees reflect the actual cost of operation and overhead of the facility.
14. INDEMNITY: Hospital agrees to indemnify and hold harmless City and its officers, agents and employees from and against all claims of whatever nature arising from any act, omission, or negligence of Hospital or Hospital's contractors, licensees, agents, servants, or employees, or arising from any accident, injury, or damage whatsoever caused any person, or to the property of any person, occurring during the term hereof, in or about the demised premises where such accident, damage, or injury, including death, results, or is claimed in whole or in part to have resulted, from any act or omission on the part of Hospital or Hospital's agents or employees. This indemnity and hold harmless agreement shall include indemnity against all costs and expenses, including attorney's fees incurred in or in connection with any such claim or proceeding brought thereon and the defense thereof.
15. GENERAL LIABILITY AND PROPERTY DAMAGE INSURANCE: Hospital agrees to maintain in full force during the term hereof a policy of general liability insurance under which Hospital is named as insured, and containing an additional named insured endorsement naming City, its elected and appointed boards, commissions, officers, agents, employees and volunteers as additional insured, and under which the insurer agrees to indemnify and hold Hospital and City harmless from and against all costs, expenses, and liability arising out of, or based upon, any and all property damage, or damages for personal injuries, including death, sustained in accidents occurring in or about the premises, where such accident, damage, or injury, including death, results, or is claimed to have resulted, from any act or omission on the part of Hospital, or Hospital's agents or employees. The minimum limits of such insurance shall be \$5,000,000 (five million dollars). In addition to the additional named insured endorsement on Hospital's policy of insurance, said insurance policy shall be endorsed to include the following language:

"Insurance as is afforded by the endorsement for additional insured shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the coinsurance afforded by this endorsement."
16. A duplicate or certificate of said public liability and property damage insurance policy containing the above-stated required endorsement shall be delivered to City within ten (10) days after the issuance and each renewal of said policy.
17. Hospital shall take out and maintain during the term of this Agreement, Worker's Compensation Insurance for all of the Hospital's employees employed to perform work in the programs described herein. A waiver of subrogation for workers compensation is required.

18. In the event of a cessation of operation or abandonment of the Adult Day Care program by Hospital for a period exceeding thirty (30) days, City may, in its sole discretion, deem this Agreement null and void.
19. Any notice required to be given by the terms of this Agreement shall be in writing signed by an authorized representative of the sender and shall be deemed to have been given when the same is personally served or upon receipt by express or overnight deliver, postage prepaid, or in three (3) days from the time of mailing if sent by first class or certified mail, postage prepaid, addressed to the respective parties as follows:

City shall be: City Manager
 P.O. Box 3006
 Lodi, CA 95241-1910

With a copy to: Community Center Director
 Hutchins Street Square
 125 S. Hutchins Street
 Lodi, CA 95240

Hospital shall be: Lodi Memorial Hospital
 Hospital Administrator
 975 South Fairmont Ave
 Lodi, CA 95240

20. This Agreement shall be construed in accordance with the laws of the State of California.
21. If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.
22. This Agreement constitutes the entire understanding and agreement between the parties hereto. There shall be no modifications without the written consent of both parties.

Executed this ____ day of _____, 2013 at Lodi, San Joaquin County, California.

CITY OF LODI, a municipal corporation

LODI MEMORIAL HOSPITAL

KONRADT BARTLAM
City Manager

JOSEPH HARRINGTON
President and CEO

ATTEST:

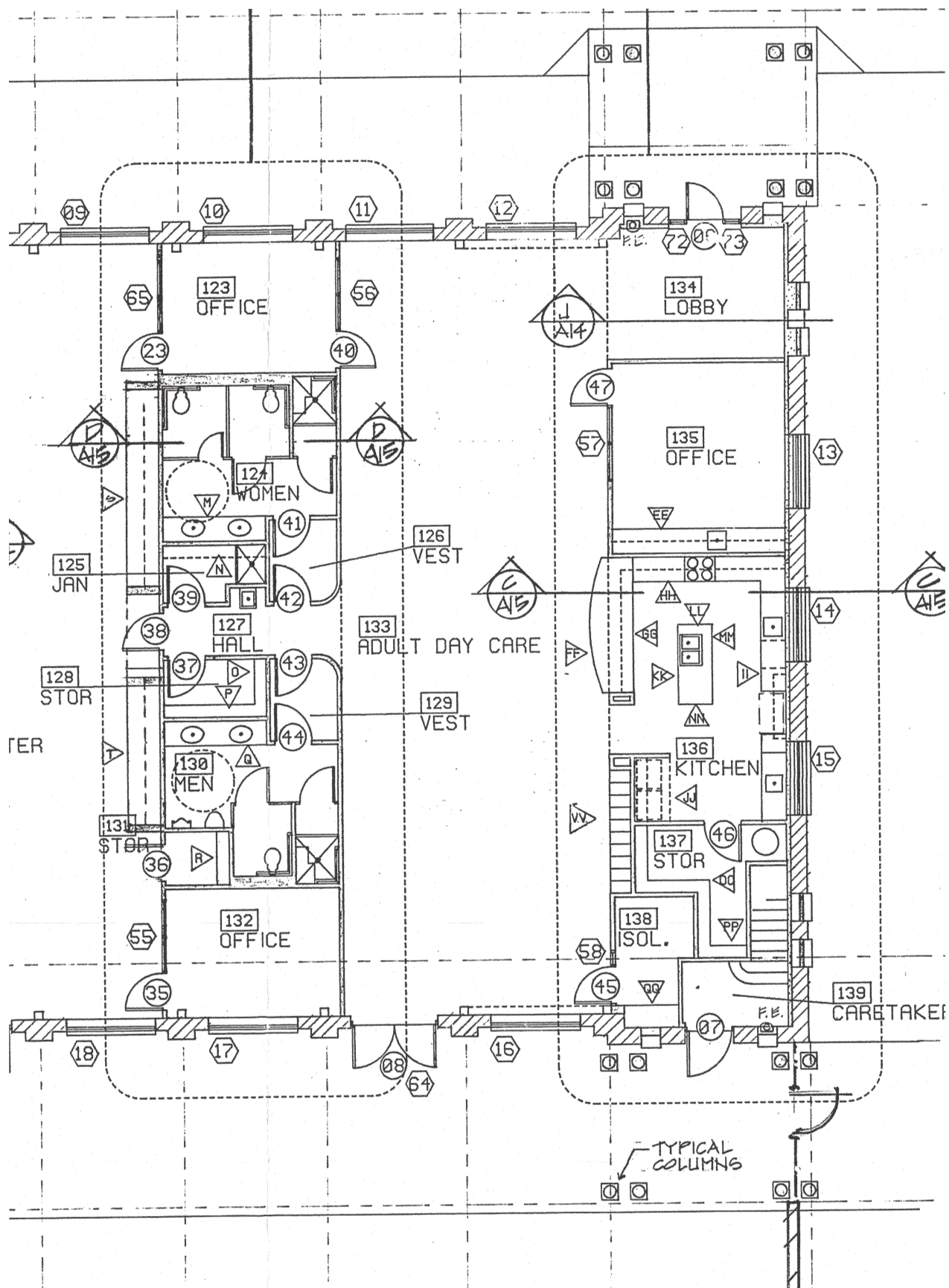
RANDI JOHL
City Clerk

Dated: _____

APPROVED AS TO FORM:
D. STEPHEN SCHWABAUER
CITY ATTORNEY

By: JANICE D. MAGDICH
Deputy City Attorney





RESOLUTION NO. 2013-_____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING
THE CITY MANAGER TO EXECUTE LEASE AGREEMENT
WITH LODI HEALTH FOR OPERATION OF THE ADULT DAY
CARE PROGRAM AT HUTCHINS STREET SQUARE

=====

WHEREAS, the City leases a portion of Hutchins Street Square to Lodi Health to operate an adult day care facility for \$1 a year; and

WHEREAS, the day care facility provides daytime care for adults who are not capable of caring for themselves; and

WHEREAS, the most recent lease agreement expired on August 1, 2012; and

WHEREAS, at the December 19, 2012 City Council meeting, the Council directed staff to continue the \$1 annual lease for the Adult Day Care program; and

WHEREAS, the term of the agreement is for three years commencing March 1, 2013, with two one-year automatic extensions if neither party gives 30 days' termination notice prior to the expiration date. Either party may terminate the agreement with 120 days' notice; and

WHEREAS, Lodi Health will pay \$538 a month for water, sewer, electricity and garbage service and will be responsible for interior maintenance and repairs; and the City of Lodi is responsible for maintaining exterior areas.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a lease agreement with Lodi Health for operation of the Adult Day Care program at Hutchins Street Square.

Dated: March 20, 2013

=====

I hereby certify that Resolution No. 2013-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held March 20, 2013, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk

2013-_____



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Master Service Agreement for Software Services with Spinnaker Support, LLC of Denver, CO (\$31,250)

MEETING DATE: March 20, 2013

PREPARED BY: Deputy City Manager

RECOMMENDED ACTION: Adopt Resolution authorizing City Manager to execute Master Service Agreement for software services with Spinnaker Support, LLC of Denver, CO.

BACKGROUND INFORMATION: The tax tables supporting the City's current payroll system will no longer be provided under the City's current software maintenance agreement effective January 1, 2014. In order to remain with the current vendor, the City would be required to upgrade the underlying JD Edwards system. The City is currently reviewing proposals to replace the JD Edwards system. Unfortunately, the replacement system will not be in place by January 1, 2014.

Spinnaker Support, LLC has developed a product that will bridge the payroll gap and allow the City to continue using the JD Edwards payroll system until conversion to the replacement system. Spinnaker Support, LLC is the only vendor City staff has identified with a product that will meet this need.

Staff recommends that Council approve the agreement with Spinnaker Support, LLC and authorize the City Manager to execute the agreement.

FISCAL IMPACT: Project implementation costs of \$23,250 and annual maintenance support of \$8,000 for the solution.

FUNDING AVAILABLE: Implementation costs to be absorbed within existing appropriations in the Internal Services Department; Annual maintenance support costs will be included in the FY 2013-14 budget.

Jordan Ayers
Deputy City Manager

JA/ja

APPROVED: _____
Konradt Bartlam, City Manager

MASTER SERVICES AGREEMENT

This **MASTER SERVICES AGREEMENT** ("Agreement") is made as of March 30, 2013 (the "**Effective Date**"), by and between Spinnaker Support, LLC, a Colorado limited liability company with its principal place of business at 231 Milwaukee Street, Suite 200, Denver, Colorado 80206 ("**Spinnaker**") and the party identified below (the "**Customer**").

Name of Customer: City of Lodi, California	Contact Name: Jordan Ayers, Deputy City Manager/Internal Services Director
Address: 221 W. Pine Street Lodi, CA 95240	Phone: (209) 333-6700 Fax: (209) 333-6807
State/Country of Corporate Formation: California	E-Mail: jayers@lodi.gov

The terms and conditions of this Agreement (including the attached Standard Terms and Conditions which are incorporated herein by reference) will apply to each business transaction between the parties for Spinnaker providing to Customer the Services described herein. Any different or additional terms of a related purchase order, confirmation or similar form signed by the parties after the date hereof shall have no force or effect on this Agreement or its subject matter, and pre-printed or standard terms of Customer's purchase order are specifically excluded.

This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument. Signatures to this Agreement transmitted by facsimile, email, portable document format (.pdf) or by any other electronic means intended to preserve the original graphic and pictorial appearance of this Agreement shall have the same effect as the physical delivery of the paper document bearing original signatures.

ACCEPTED AND AGREED TO:

CUSTOMER: _____

SPINNAKER SUPPORT, LLC

Signed: _____

Signed: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

Date: _____

Date: _____

STANDARD TERMS AND CONDITIONS

1. DEFINITIONS. As used in this Agreement or any attachment hereto:

1.1 "Deliverable" means any item provided by Spinnaker to Customer as a result of the Services, which may include, findings, analyses, conclusions, opinions, designs, programs, enhancements, updates, fixes and/or source and object code.

1.2 "Intellectual Property Rights" means all known or hereafter existing worldwide copyrights, trademarks, service marks, trade secrets, patents, patent applications, know-how, moral rights, contract rights and other proprietary rights.

1.3 "Licensor" means the applicable licensor of a Third Party Product.

1.4 "Licensor Terms and Conditions" means the terms and conditions applicable to access and/or use of any Third Party Product, including any confidentiality, license and/or other agreement with the applicable Licensor(s), and any "terms of use" or similar terms imposed by such Licensor(s).

1.5 "Services" means the consulting, support, training, integration, implementation and other professional services to be performed by Spinnaker for Customer under this Agreement pursuant to one or more Statement(s) of Work.

1.6 "Spinnaker Tools" means (a) all software, documentation, tools, routines, programs, designs, technology, ideas, know-how, processes, techniques and inventions that Spinnaker utilizes in connection with its performance of the Services and that Spinnaker makes, develops, conceives or reduces to practice, either (i) prior to, contemporaneously with, or subsequent to the performance of the Services, or (ii) in the course of performing the Services, and (b) all enhancements, modifications, improvements and derivative works of each and any of the foregoing.

1.7 "Statement of Work" means a written statement of work executed by the parties that describes the specific Services to be performed by Spinnaker hereunder.

1.8 "Third Party Product(s)" means any third-party licensed software product(s) or other third-party material(s) in Customer's custody and/or control.

1.9 Capitalized terms not specifically defined in this Section shall have the respective meanings ascribed to them in this Agreement.

2. PERFORMANCE OF SERVICES.

2.1 Statements of Work. The specific Services to be performed by Spinnaker under this Agreement shall be set forth in one or more Statements of Work mutually agreed to by the parties. A Statement of Work shall not be binding unless signed by both parties, and upon such signing, shall be attached to and incorporated into this Agreement.

2.2 Additional Services. Any additional services required by Customer that are outside the scope of a Statement of Work ("Additional Services") shall be performed at Spinnaker's then-current consulting rates on a time and materials basis; that is, Customer shall pay Spinnaker for the

time spent performing the relevant Additional Services, plus applicable materials, taxes and expenses. Notwithstanding the foregoing, for Additional Services, Spinnaker shall bill a minimum of one (1) labor hour for each new, unique request for assistance placed with Spinnaker (as evidenced by an assigned unique case number), with billing in ¼ hour increments thereafter (rounding up to the next whole ¼ hour of labor).

2.3 Change Orders; Conflicts. In the event either party requires a material change to a Statement of Work, such party will provide a written change order to the other for approval, specifying the change required (each a "Change Order"). Each party agrees that a Change Order may necessitate a change in the delivery schedule and/or fees due under the applicable Statement of Work. No Change Order will be binding upon either party until it is signed by the authorized representatives of both parties. Each Statement of Work and Change Order will be governed by the terms of this Agreement. In the event of a conflict between the terms and conditions of this Agreement and those of a Statement of Work or Change Order (if any), the following order of precedence shall apply: (i) Change Order (if any), (ii) Statement of Work, (iii) this Agreement.

3. FEES AND PAYMENT.

3.1 Fees. Customer will timely pay Spinnaker all fees as specified in the applicable Statement of Work. Unless otherwise expressly provided in this Agreement or the applicable Statement of Work, all fees are non-refundable.

3.2 Payment Terms. Unless otherwise expressly provided in this Agreement or the applicable Statement of Work, Customer will pay Spinnaker all amounts due under this Agreement within fifteen (15) days after the date of the invoice therefore. All payments must be made in U.S. dollars. Any amounts not paid when due will accrue interest at the lesser of one and one-half percent (1½%) per month or the maximum rate permitted by applicable law from the due date until paid. Without limiting any other remedy available to Spinnaker, Spinnaker reserves the right to suspend any Services during any period in which Customer has failed to timely pay any amounts due and payable.

3.3 Taxes. Fees exclude, and Customer will make all payments of fees to Spinnaker free and clear of, all applicable sales, use and other taxes and all applicable export and import fees, customs, duties and similar charges. When applicable, Spinnaker may include any taxes that it is required to collect as a separate line item on an invoice. Customer will be responsible for, and will indemnify and hold harmless Spinnaker from, payment of all such taxes (other than taxes based on Spinnaker's net income), fees, duties and charges, and any related penalties and interest, arising from the payment of fees or the performance of Services hereunder.

3.4 Travel and Other Expenses. Services provided hereunder shall be provided at Spinnaker's principal places of business. Should Customer request or it be otherwise necessary that Spinnaker send personnel to any Customer site

or other location in connection with the Services, Customer shall pay Spinnaker's reasonable travel, meals and lodging expenses. Under such circumstances, Customer shall also pay actual costs for supplies and other expenses reasonably incurred by Spinnaker, which are not of the sort normally provided or covered by Spinnaker, provided that Customer has approved in advance the purchase of such supplies and other expenses. If Customer so requires, Spinnaker shall submit written evidence of each expenditure to Customer prior to receiving reimbursement of such costs and expenses.

4. CUSTOMER OBLIGATIONS. Customer shall provide Spinnaker with such resources, information, software access and assistance as Spinnaker may reasonably request in connection with the performance of the Services. Customer acknowledges and agrees that Spinnaker's ability to successfully perform the Services in a timely manner is contingent upon its receipt from Customer of such information, resources, software access and assistance. Spinnaker shall have no liability for deficiencies in the Services resulting from the acts or omissions of Customer, its agents or employees. Without limiting the generality of the foregoing, Customer acknowledges and agrees that Customer's obligations include the following:

4.1 Primary Contact. Customer shall designate one (1) primary point of contact under each Statement of Work who shall be responsible for managing the relationship between Spinnaker and Customer thereunder, including providing reasonable assistance to Spinnaker with technical and non-technical issues related to the applicable Services.

4.2 Access to Third Party Products. Customer acknowledges and agrees that Spinnaker is performing the Services solely for the benefit of Customer, and that Spinnaker's ability to perform the Services may require Spinnaker's access (either through remote access or direct physical access on Customer's premises) and use of certain Third Party Products. In connection therewith, Customer hereby represents and warrants that it has the right to provide Spinnaker with access to, and use of, any and all portions of such Third Party Products in connection with Spinnaker's performance of the Services, including, if applicable, the right to customize and/or configure each such Third Party Product for the benefit of Customer. Customer agrees to immediately notify Spinnaker of any changes made (actual or attempted) by the applicable Licensor to Customer's license and access rights to such Third Party Product(s), including changes to the applicable Licensor Terms and Conditions, that may affect Spinnaker's ability to continue performing the Services. Customer shall indemnify, defend and hold Spinnaker, its officers, employees, personnel, agents and representatives harmless from and against any and all claims, liabilities, damages and expenses (including reasonable attorneys' fees), arising out of Customer's breach of this Section, including any breach of Customer's representations and warranties hereunder.

4.3 Personnel. Customer shall provide sufficient, qualified and knowledgeable personnel capable of (a) performing Customer's obligations as described in this

Agreement and each Statement of Work and (b) making necessary and timely decisions on behalf of Customer.

5. WARRANTIES.

5.1 Performance. Spinnaker warrants to Customer that the Services will be performed in a professional manner consistent with industry standards. Spinnaker shall, as its sole obligation and Customer's sole and exclusive remedy for any breach of the warranty set forth in this Section, re-perform the Services which gave rise to the breach, or at Spinnaker's option, refund the fees paid by Customer for the Services which gave rise to the breach; provided that Customer notifies Spinnaker in writing of the breach within thirty (30) days following performance of the defective Services, specifying the breach in reasonable detail.

5.2 Disclaimers. THE EXPRESS WARRANTIES IN THIS SECTION 5 ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, REGARDING THE SERVICES, AND SPINNAKER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. NO SPECIFIC RESULTS FROM THE PERFORMANCE OF THE SERVICES ARE ASSURED OR GUARANTEED. CUSTOMER ACKNOWLEDGES THAT IT HAS RELIED ON NO WARRANTIES OTHER THAN THE EXPRESS WARRANTIES PROVIDED HEREIN.

6. INFRINGEMENT CLAIMS. Spinnaker will defend at its own expense any action against Customer brought by a third-party to the extent that the action is based upon a claim that Customer's use of any Deliverable infringes any U.S. patent or copyright or misappropriates any trade secret of a third-party, and Spinnaker will pay those costs and damages finally awarded against Customer in any such action that are specifically attributable to such claim or those costs and damages agreed to in a monetary settlement of such action. The foregoing obligations are conditioned on Customer (a) notifying Spinnaker promptly in writing of such action, (b) giving Spinnaker sole control of the defense thereof and any related settlement negotiations and (c) cooperating and, at Spinnaker's request and expense, assisting in such defense. If any Deliverable becomes, or in Spinnaker's opinion is likely to become, the subject of an infringement claim, Spinnaker may, at its option and expense, either (i) procure for Customer the right to continue using the Deliverable, (ii) replace or modify the Deliverable so that it becomes non-infringing or (iii) terminate Customer's right to use the Deliverable and refund Customer the fees paid for such portion of the Deliverable which is allegedly infringing, upon which Customer shall have no further rights in and to the subject Deliverable. Notwithstanding the foregoing, Spinnaker will have no obligation under this Section 6 or otherwise with respect to any infringement claim based upon (A) any use of the Deliverable not in accordance with this Agreement or for purposes not intended by Spinnaker, (B) any use of the Deliverable in combination with other services, products,

equipment, software or data not intended by Spinnaker to be used with the Deliverable, (c) any information, software code or other materials furnished to Spinnaker by Customer, its agents, representatives and suppliers, including Customer's specifications, (d) any unauthorized and/or unlicensed activities by Customer, its agents, representatives and suppliers, including any violation by Customer of Section 4.2, or (e) any modification of the Deliverable by any person other than Spinnaker or its authorized agents or subcontractors; and Customer shall indemnify, defend and hold Spinnaker, its officers, employees, personnel, agents and representatives harmless from and against any and all claims, liabilities, damages and expenses (including reasonable attorneys' fees) based upon any of the foregoing. THIS SECTION 6 STATES SPINNAKER'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY FOR INFRINGEMENT CLAIMS AND ACTIONS RELATED TO THE SERVICES AND ANY DELIVERABLE UNDER THIS AGREEMENT.

7. OWNERSHIP.

7.1 Work Product. Except as provided in Section 7.2, the parties hereby agree that any and all Customer-specific work product (the "**Work Product**") which is produced as a result of the Services performed by Spinnaker under this Agreement, including any Intellectual Property Rights therein, shall be the property of Customer.

7.2 Spinnaker Property. Notwithstanding the foregoing in Section 7.1, as between the parties, Spinnaker shall retain all Intellectual Property Rights in and to any and all Spinnaker Tools which have general applicability apart from the Work Product (collectively, the "**Spinnaker Property**"). Subject to Customer's payment of all applicable fees, Spinnaker grants Customer a non-exclusive, non-transferable license, without rights to sublicense, to use the Spinnaker Property that is incorporated into a Deliverable solely for Customer's own internal business purposes in connection with the use of such Deliverable.

7.3 Third Party Products. Notwithstanding anything contained herein to the contrary, Spinnaker acknowledges and agrees that it has no claim of ownership in and to any Third Party Products or any Intellectual Property Rights therein.

8. LIMITATION OF LIABILITY. SPINNAKER'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH ANY SERVICES PROVIDED UNDER THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT OF FEES PAID TO SPINNAKER UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENTS GIVING RISE TO SUCH LIABILITY. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL OR INCIDENTAL DAMAGES, INCLUDING ANY LOST DATA, LOST PROFITS OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, ARISING FROM OR RELATING TO THIS AGREEMENT, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; PROVIDED,

HOWEVER, THIS LIMITATION SHALL NOT APPLY TO CUSTOMER'S BREACH OF SECTION 4.2. CUSTOMER ACKNOWLEDGES THAT THE FEES REFLECT THE ALLOCATION OF RISK BETWEEN THE PARTIES AND THAT SPINNAKER WOULD NOT ENTER INTO THIS AGREEMENT OR ANY STATEMENT OF WORK WITHOUT THESE LIMITATIONS ON SPINNAKER'S LIABILITY.

9. CONFIDENTIALITY.

9.1 Protection of Confidential Information. Each party (the "**Disclosing Party**") may from time to time disclose to the other party (the "**Receiving Party**") certain information regarding the business of the Disclosing Party and its suppliers, including technical, marketing, financial, employee, planning and other confidential or proprietary information ("**Confidential Information**"). Any information that the Receiving Party knew or should have known, under the circumstances, is considered confidential or proprietary by the Disclosing Party will be considered Confidential Information of the Disclosing Party. Without limiting the generality of the foregoing, the Spinnaker Tools shall be considered Spinnaker's Confidential Information.

9.2 Protection of Confidential Information. The Receiving Party will not use any Confidential Information of the Disclosing Party for any purpose not expressly permitted by this Agreement, and will disclose the Confidential Information of the Disclosing Party only to the employees or contractors of the Receiving Party who have a need to know such Confidential Information for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than the Receiving Party's duty hereunder. The Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access and disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care.

9.3 Exceptions. The Receiving Party's obligations under Section 9.2 with respect to any Confidential Information of the Disclosing Party will terminate if such information: (a) was already known to the Receiving Party at the time of disclosure by the Disclosing Party; (b) was disclosed to the Receiving Party by a third-party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the Receiving Party has become, generally available to the public; or (d) was independently developed by the Receiving Party without access to, or use of, the Disclosing Party's Confidential Information. In addition, the Receiving Party will be allowed to disclose Confidential Information of the Disclosing Party to the extent that such disclosure is (i) approved in writing by the Disclosing Party, (ii) necessary for the Receiving Party to enforce its rights under this Agreement in connection with a legal proceeding; or (iii) required by law or by the order of a court of similar judicial or administrative body, provided that the Receiving Party notifies the Disclosing Party of such required disclosure promptly and in writing and cooperates with the Disclosing Party, at the Disclosing Party's request and expense, in any

lawful action to contest or limit the scope of such required disclosure.

9.4 Return of Confidential Information. The Receiving Party will return to the Disclosing Party or destroy all Confidential Information of the Disclosing Party in the Receiving Party's possession or control and permanently erase all electronic copies of such Confidential Information promptly upon the written request of the Disclosing Party and/or upon the expiration or termination of this Agreement (except for any computer records or files that have been created pursuant to the Receiving Party's automatic archiving and back-up procedures and the removal of which is not technically reasonable). Upon request from the Disclosing Party, the Receiving Party will certify in writing signed by an officer of the Receiving Party that it has fully complied with its obligations under this Section 9.4.

9.5 Confidentiality of Agreement. Except as expressly permitted hereunder, neither party will disclose any terms of this Agreement to anyone other than its attorneys, accountants and other professional advisors except (a) as required by law, or (b) pursuant to the mutual agreement of the parties, or (c) in connection with a financial investment in such party's business or (d) in connection with a contemplated transfer of such party's business permitted by Section 12.4 (provided that any third-party to whom the terms of this Agreement is to be disclosed is under a duty of confidentiality no less restrictive than the Receiving Party's duty hereunder).

10. TERM AND TERMINATION.

10.1 Term. This term of this Agreement shall commence on the Effective Date and shall continue for a period of two (2) years. The term of this Agreement will automatically renew for additional terms of one (1) year, unless either party notifies the other of its intention not to renew at least thirty (30) days before the expiration of the then-current term.

10.2 Termination. Either party may terminate this Agreement or any uncompleted Statement(s) of Work if the other party (a) breaches any material provision of this Agreement or the applicable Statement(s) of Work and does not cure such breach within thirty (30) days after receiving written notice thereof; (b) shall formally declare bankruptcy, insolvency, reorganization, liquidation or receivership; or (c) shall have instigated against it bankruptcy, insolvency, reorganization, liquidation or receivership proceedings, and shall fail to remove itself from such proceedings within ten (10) days from the date of institution of such proceedings. Notwithstanding the foregoing, Spinnaker may also terminate this Agreement or any uncompleted Statement(s) of Work immediately upon written notice in the event (i) Customer fails to pay any amounts payable hereunder within ten (10) days after receiving written notice from Spinnaker that payment is due, or (ii) Customer breaches Section 4.2. The termination or expiration of a single Statement of Work shall not cause the automatic termination of any other Statement of Work.

10.3 Effects of Termination. Expiration or termination of this Agreement for any reason shall not release either party from liability which at said time has already incurred to the other party. In the event a Statement of Work is still in effect

upon the expiration of this Agreement, such Statement of Work shall remain in effect and shall continue to be governed by the terms and conditions of this Agreement unless and until such Statement of Work is completed or otherwise terminated in accordance with this Agreement. Except as otherwise expressly set forth herein, the following provisions will survive expiration or termination of this Agreement pursuant to their terms, together with any other provisions necessary for their construction and enforcement: Sections 1, 3, 4.2 (with respect to Customer's representations, warranties and indemnity obligations), 5, 6, 7, 8, 9, 10.3 and 12, together with any accrued payment obligations. Without limiting the foregoing, upon termination or expiration of this Agreement or any Statement(s) of Work for any reason, any amounts owed to Spinnaker under this Agreement or the applicable Statement(s) of Work before such termination or expiration will be immediately due and payable, including any amounts due for Services performed and expenses incurred prior to such termination or expiration and any reasonable and necessary travel or out-of-pocket expenses incurred after such termination or expiration, without regard to whether any invoices had or had not been issued.

11. SUPPORT SERVICES. In the event the Services hereunder include software support for any Third Party Products ("Support Services"), the terms and conditions set forth in this Section (in addition to the other terms and conditions contained herein) shall apply to such Support Services.

11.1 Supported Products. As used in this Section or any Statement of Work, "Supported Product(s)" means any Third Party Product(s) for which Spinnaker agrees to provide Support Services pursuant to a Statement of Work, including all fixes and updates thereto provided to Customer by the applicable Licensor as part of the standard delivered core product. Except as otherwise stated in the applicable Statement of Work, Supported Products do not include any customizations, modifications or any country or region specific functionality or localizations that were not provided to Customer by the applicable Licensor as part of the standard delivered core product.

11.2 Customer Obligations. In addition to those obligations of Customer set forth in Section 4, Customer acknowledges and agrees that Customer's obligations with respect to Support Services include the following:

(a) **Personnel.** Customer shall provide sufficient, qualified and knowledgeable personnel capable of (a) facilitating the testing of software fixes, updates and workarounds for the Supported Products (if applicable) and (b) customizing, installing and configuring code fixes and updates provided by Spinnaker or a third-party as needed for use with the Supported Products (if applicable).

(b) **Final Testing of Fixes and Updates.** For any Spinnaker-provided fixes and/or updates to Supported Products, Customer shall be solely responsible for all final system testing to ensure that such fixes and updates perform as documented with the applicable Supported Products, and Customer shall not move any fixes or updates into a

production environment unless and until Customer has successfully completed all such final system testing.

(c) **No Back-Ups.** Customer acknowledges and agrees that Spinnaker will not make or store copies of any Supported Products for Customer. Customer shall be solely responsible for making and storing emergency backups of the Supported Products.

11.3 Remote Access to Deliverables and Spinnaker Tools. Notwithstanding anything contained herein to the contrary, Customer acknowledges and agrees that in the event Spinnaker, as part of any Support Services, provides Customer with remote access to Deliverables or Spinnaker Tools, such access and right to use shall immediately cease upon the expiration or termination of this Agreement or the applicable Statement of Work.

12. GENERAL.

12.1 On-Site Work. The parties acknowledge and agree that unless otherwise set forth in the applicable Statement of Work(s), all Services hereunder shall be performed remotely. In the event Services are to be performed on Customer's site, the SOW shall so specify and shall include additional insurance requirements and such other different terms and conditions related to such on-site work as mutually agreed upon by the parties.

12.2 Publicity. Spinnaker may, subject to Customer's approval of content (if applicable), not to be unreasonably withheld or delayed, (a) create a general contract announcement press release indicating that the parties have entered into this Agreement, (b) use Customer's business name and logo in written materials identifying Spinnaker's customers and in other appropriate promotional materials, (c) identify Customer in applicable case studies and (d) identify Customer as a reference for prospective customers and the media (provided that Customer shall not be obligated to comment in any way).

12.3 Compliance. Customer shall comply with all applicable laws and regulations in its use of the Services and Deliverables, including any such laws and regulations related to export and import controls.

12.4 Assignments. Neither party may assign or transfer, by operation of law or otherwise, any of its rights under this Agreement to any third-party without the other's prior written consent. Any attempted assignment or transfer in violation of the foregoing will be null and void. Notwithstanding the foregoing, each party shall have the right, upon providing notice to the other party (but not requiring the other party's consent), to assign this Agreement to any successor to its business or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise.

12.5 Force Majeure. Except for any payment obligations, neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, labor conditions, earthquakes, material shortages or

any other cause which is beyond the reasonable control of such party.

12.6 Notices. All notices required in connection with this Agreement will be in writing and deemed effectively given: (a) upon personal delivery to the party to be notified; (b) on the date on which such notice is delivered by email with confirmation that the email has been received and read; or (c) one (1) business day after deposit with a nationally/internationally recognized overnight courier that provides tracking and verification of delivery. All notices shall be sent to the address set forth on the cover page of this Agreement. Either party may change its address by giving notice of the new address to the other party in writing.

12.7 Governing Law and Venue. This Agreement will be governed by and interpreted in accordance with the laws of the State of California, United States, without reference to its choice of laws rules. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Any action or proceeding arising from or relating to this Agreement shall be brought exclusively in a federal or state court in California and each party irrevocably submits to the jurisdiction and venue of any such court in any such action or proceeding.

12.8 Remedies. Except as provided in Sections 5 and 6, the parties' rights and remedies under this Agreement are cumulative. Each party acknowledges that any breach of Sections 4.2, 7, 9 and/or 12.14 of this Agreement would cause irreparable injury to the other party for which monetary damages would not be an adequate remedy, and therefore, the other party will be entitled to injunctive relief. If any legal action is brought by a party to enforce this Agreement, the prevailing party will be entitled to receive its attorneys' fees, court costs and other collection expenses, in addition to any other relief it may receive.

12.9 Waivers. All waivers must be in writing. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

12.10 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, such provision will be deemed modified and will be interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions of this Agreement will continue in full force and effect.

12.11 Subcontractors. Customer acknowledges and agrees that Spinnaker may hire subcontractors to perform certain Services hereunder. Spinnaker will be responsible for the direction and coordination of the services of each subcontractor and Customer will have no obligation to pay any subcontractor directly.

12.12 Relationship of Parties. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent or joint venture partner of or with the other, and neither party has the right or authority to assume or create any obligation on behalf of the other party.

12.13 Construction. The headings used for the sections of this Agreement are for information purposes and convenience only and in no way define, limit, construe or describe the scope or extent of the sections. The word "including" or any variation thereof means "including, without limitation" and will not be construed to limit any general statement that such word or variation thereof follows. The language used in this Agreement will be deemed to be the language chosen by the parties to express the parties' collective mutual intent, and no rule of strict construction will be applied against any party.

12.14 Non-Solicitation of Personnel. Customer recognizes that the employees and independent contractors of Spinnaker, and such employees' and independent contractors' loyalty and service to Spinnaker, constitute a valuable asset of Spinnaker. Accordingly, Customer hereby agrees, during the term of this Agreement and for two (2) years thereafter, not to make any offer of employment to, nor enter into a consulting relationship with, any person who was employed or retained by Spinnaker during the previous two (2) years. Any violation of this provision shall constitute a material breach of this Agreement, and upon any such breach, Customer shall pay to Spinnaker liquidated damages consisting of the amount of all

compensation (e.g., salary, bonuses, fees, etc.) paid or to be paid by Customer to the person during the first twelve (12) months after such person was hired/retained by Customer. Each party acknowledges and agrees that the amount of liquidated damages stated herein is a good faith estimate of the training and personnel related investment costs Spinnaker will lose if a Spinnaker employee or independent contractor is hired or retained by Customer. In the event this Section is deemed unenforceable for any reason, Spinnaker shall nevertheless be entitled to recover its actual damages resulting from Customer's breach.

12.15 Entire Agreement. This Agreement, together with any attachments and exhibits hereto (including all Statements of Work), constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous agreements, understandings and communication, whether written or oral. This Agreement and each Statement of Work shall not be modified except by a subsequently dated written amendment signed on behalf of Spinnaker and Customer by their duly authorized representatives.

STATEMENT OF WORK #1

Spinnaker Q Series Integrator Implementation & Ongoing Support

This Statement of Work is attached to, and is made a part of, that certain Master Services Agreement between **SPINNAKER SUPPORT, LLC** (“Company”), and **City of Lodi, California** (“Customer”) executed on March 30, 2013 (the “Agreement”). Unless explicitly stated otherwise in this Statement of Work, any capitalized terms shall have the meaning given to them in the Agreement.

1. Scope and Activities

1.1 Spinnaker Q Series Integrator: Implementation Services and Activities

This section defines the activities to be performed by Customer and Company in support of the implementation of the Spinnaker Q Series Integrator. This Q Series Integrator will be used to interface JD Edwards World Software, A7.3 Cume 16 with the Vertex Payroll Tax Q Series (PTQ) software.

The Objective of this service is to fully implement all components of the Q Series Integrator developed by Company through analysis, development, testing and production go-live. It requires close coordination with the Customer throughout the project. Upon go-live the Q Series Integrator will replace the current interface to the Vertex Payroll Tax L Series software in use by the Customer. The following are the Scope and Activities of this effort:

A. Customer Tasks

- Prepare a World Test Environment to be used for development of Q Series Integrator
 - Verify JDE Source Code is available and in the environment
 - Provide adequate payroll test data in the test environment
- Obtain all PTQ Software and Support Material from Vertex. Ensure you indicate that this is for a PTL to PTQ migration for your World Software.
- Install and Configure PTQ into your World Test Environment
- Create Library List with the appropriate libraries included: Vertex, Customer Payroll and Spinnaker source and object libraries.
- Define how Company will access the Test Environment
- Grant Spinnaker users access to the Test Environment—user profiles, library list access. This includes IBM and JDE related authorities
- Grant appropriate command authorities to Spinnaker in order to complete all development and testing activities
- Verify IBM licensed products and PTFs are installed. Minimum OS Level is V5R4
- Provide input and expertise throughout the project as needed by Company to support the implementation
- Provide functional and regression testing
- Provide final acceptance testing and acceptance sign-off
- Coordinate go-live implementation to Production

B. Company Tasks

- Assist Customer with above tasks where needed
- Restore and extract the Spinnaker Q Series Integrator library from Save File to Customer iSeries
- Verify authority and ownership of all Q Series Integrator objects
- Verify Test Environment is ready to perform all development activities for the project
- Modify JDE World base programs and related objects required for Q Series Integrator implementation
- Unit Test all program and object changes together with the integration to PTQ

- Functional QA test the integration together with Customer
- Fix/resolve all reported issues found in testing
- Receive final acceptance test and sign-off by customer
- Implement into Production
- Provide IT Training of Q Series Integrator
- Provide Q Series Integrator documentation to Company

1.2 Q Series Integrator: Ongoing Support Services

Upon Q Series Integrator go-live to Production, Ongoing Support Services will be activated. It is the contracting for and payment of the annual Ongoing Support Services fee, defined in Section 10, which grants a Customer the right to use the Q Series Integrator solution and to receive the following post implementation services:

- A. Fixes and/or operational workarounds for issues and defects found in the Spinnaker Tools. This includes the Spinnaker Q Series Integrator and all reported issues as they relate to the interface between JD Edwards Supported Products and the Vertex Payroll Tax Q (PTQ) Series software.
- B. Updates and enhancements to the Q Series Integrator which are required in order to maintain compatibility with Vertex PTQ software and any related updates.
- C. Q Series Integrator product enhancements that may be developed by Company at its sole discretion.
- D. Access to the Company support line for general Q Series Integrator use and/or configuration questions.

2. Company Responsibilities

- A. The Company will review and deliver the above-stated scope of work (Section 1.1 and 1.2) via remote access to Customer's systems, based on work activities described, as necessary and as permitted by the Customer and according to the Customer's policies.
- B. Perform its duties to the highest level of professional standards.
- C. Work closely together with the Customer in the delivery of the implementation and ongoing support activities and services described in this Statement of Work.

3. Customer Responsibilities

- A. The Customer will review, lead and deliver the above-stated scope of work (Section 1) based on work activities and tasks described.
- B. Customer will provide and schedule additional resources and subject matter experts as needed for the project activities
- C. Customer will make timely decisions to support Q Series Integrator implementation timeline
- D. The Customer will provide user acceptance testing and sign-off on all changes prior to moving to production.
- E. Customer will lead the project activities.
- F. Customer will work with Company to coordinate all implementation tasks.
- G. Customer will provide any documentation of current and pertinent future business processes and technology architecture that may impact the structure of the recommended designs.
- H. Customer will ensure adequate backups are performed of the affected environment(s) prior to beginning any development and implementation tasks.

4. Deliverables

- A. All work and related activities defined in sections 1.1 and 1.2
- B. Project plan documentation
- C. Q Series Integrator solution documentation

- D. Issue Reporting – tracking and recording of all implementation and ongoing support work through Company ticketing system.

5. Key Assumptions

- A. Customer is required to have a JD Edwards Maintenance Services Agreement in place that includes maintenance support services and tax and regulatory support services.
- B. Unspecified activities or deliverables are considered out of scope.
- C. Customer will work with Company to lead and drive project to completion.
- D. Q Series Integrator implementation scope changes will be reviewed, discussed, and where necessary, approved by Customer Project Manager and by the Company Project Manager.
- E. Customer is committed to the success of this project and will adhere to its defined responsibilities.
- F. All activities under this Statement of Work will be performed remotely. Any work to be performed on Customer's site will be set forth in a separate Statement of Work mutually agreed upon by the parties.

6. Implementation Schedule

The following implementation schedule will be adhered to by Spinnaker and Customer.

Engagement Milestones	Date
Project Kickoff Meeting	May, 2013
Test Environment Prepared	May, 2013
Spinnaker Development Project Start	May, 2013
Customer Acceptance Test Sign-off	July, 2013
Q Series Integrator Go-live Date	TBD
Q Series Ongoing Support Effective	TBD

7. Company Key Resources

The following Company resources will be assigned to the implementation phase:

- Engagement Manager – Mark Kreutz
- Project Manager – Tom Leier
- Developer – Jim Egger or Equivalent
- Functional Support/QA Testing – Jeff Washburn or Equivalent

8. Customer Key Resources

The following Customer resources will be assigned to the implementation phase:

- Engagement Manager – Jordan Ayers
- Project Manager – TBD
- Functional Support/QA Testing – TBD
- Final Acceptance Sign-off – Jordan Ayers

9. Company Contacts

Primary Business Contact	Primary Accounts Payable Contact
Name: Jordan Ayers Address1: 221 W. Pine Street Lodi, CA 95240 Country: USA Phone: (209) 333-6700 Fax: (209) 333-6807 Email: jayers@lodi.gov	Name: Michelle Munoz Address1: 221 W. Pine Street Lodi, CA 95240 Country: USA Phone: 209-333-6800x2525 Fax: (209) 333-6807 Email: mmunoz@lodi.gov

10. Fees Schedule

The following fees will be invoiced for the services defined herein.

Project Type	Amount	Invoice date
Q Series Integrator Solution Fee (Implementation)	\$23,250	March 30, 2013
Q Series Integrator Ongoing Support Fee - Annual	\$8,000	December 31, 2013

- A. Fees are payable in full net 30 days from invoice date.
- B. Fees for any subsequent year(s) of the Q Series Ongoing Support Period shall be equal to the fees for the immediately preceding year plus 6%.

11. Additional Terms and Conditions

- Pricing in this Statement of Work expires on March 31, 2013.

IN WITNESS WHEREOF, the duly authorized representatives of Company and Customer have executed this Statement of Work as of:

CUSTOMER: _____	COMPANY: <u>Spinnaker Support, LLC</u>
Signature: _____	Signature: _____
Printed: _____	Printed: _____
Title: _____	Title: _____
Date: _____	Date: _____

RESOLUTION NO. 2013-_____

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING THE CITY MANAGER TO EXECUTE A
MASTER SERVICE AGREEMENT FOR SOFTWARE
SERVICES WITH SPINNAKER SUPPORT, LLC OF
DENVER, CO

=====

WHEREAS, tax tables supporting City's payroll system will no longer be provided effective January 1, 2014; and

WHEREAS, Spinnaker Support, LLC has developed a product that will allow City to continue using its current payroll system after January 1, 2014 and

WHEREAS, Spinnaker Support, LLC is the only vendor City staff has identified that provides this product.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lodi does hereby authorize the City Manager to execute a Master Services Agreement for software services with Spinnaker Support, LLC in an amount not to exceed \$31,250.00.

Dated: March 20, 2013

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I hereby certify that Resolution No. 2013-_____ as passed and adopted by the City Council of the City of Lodi in a regular meeting held March 20, 2013, by the following votes:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk

2013-_____



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Approving Administrative Fire Captain Assignment Side Letter Amending the 2012-2013 Memorandum of Understanding Between the City of Lodi and the Lodi Professional Firefighters

MEETING DATE: March 20, 2013

SUBMITTED BY: Human Resources Manager
Fire Chief

RECOMMENDED ACTION: Adopt resolution approving Administrative Fire Captain assignment side letter amending the 2012-2013 Memorandum Between the City of Lodi and the Lodi Professional Firefighters.

BACKGROUND INFORMATION: This agreement modifies the existing Memorandum of Understanding (MOU) between the City and the Lodi Professional Firefighters. The current MOU is effective January 1, 2012 through December 31, 2013.

The side letter amends Article I as follows (see Exhibit A):

- Add Article 1.2 – Captains assigned as the Administrative Fire Captain shall receive special assignment pay equal to 8% of the normal base pay. This special assignment pay is intended to compensate Fire Captains for the loss in pay from transferring from shift to non-shift schedules. It is mutually agreed that assignments to the Administrative Captain are at the sole discretion of the Fire Chief.
- Amend Article 27.3 – It is agreed that the work schedule of the Fire Inspector and the Administrative Captain is a 40 hour week and that all holiday, vacation, and sick leave benefits are based on a 40 hour week rather than a 56 hour week.

The Administrative Fire Captain special assignment has been created to supervise and implement the department training and safety program. Additionally, this position will serve as Acting Battalion Chief as requested, which will help reduce Battalion Chief overtime costs (see Exhibit B); the creation of this assignment will improve the department's succession planning and professional development. Please refer to the attached Fire Captain job description (Exhibit C). It has been modified to reflect these changes.

Total budgeted positions for the Fire Department will not change as a result of this action. The Administrative Fire Captain will be filled as an internal assignment and a Firefighter position will eventually be vacated.

FISCAL IMPACT: This incremental cost is estimated to be approximately \$22,500 in the first year. The increase will be offset by a reduction in Battalion Chief overtime. Net savings to the department is estimated to be \$3,000 for the first year.

APPROVED: _____
Konradt Bartlam, City Manager

FUNDING AVAILABLE: Funding available through Fire Department budget.

Dean Gualco, Human Resources Manager

Jordan Ayers, Deputy City Manager/Internal Services Director

ADDENDUM TO THE LODI PROFESSIONAL FIREFIGHTERS MOU

Whereas, the City of Lodi and the Lodi Professional Firefighters currently operate under a Memorandum of Understanding effective January 1, 2012 through December 31, 2013; and

Whereas, the parties desire to enter into this Addendum for the purpose of amending Article I as follows:

- Add Article 1.2 – Captains assigned as the Administrative Fire Captain shall receive an allowance equal to 8% of the normal base pay. It is mutually agreed that assignments to the Administrative Captain are at the sole discretion of the Fire Chief.
- Amend Article 27.3 – It is agreed that the work schedule of the Fire Inspector and the Administrative Captain is a 40 hour week and that all holiday, vacation, and sick leave benefits are based on a 40 hour week rather than a 56 hour week.

This Addendum shall not become effective until approved by the Lodi City Council.

CITY OF LODI,

Lodi Professional Firefighters

Konradt Bartlam, City Manager

Brad Doell, President

Dean Gualco, Human Resources Manager

ATTEST:

RANDI JOHL, J.D., City Clerk



D. STEPHEN SCHWABAUER, City Attorney

	Step	Annual	Monthly	Promo	Step	Annual	Monthly	Promotion	1st yr Annual Inc
Fire Fighter	Step E	68,415.56	5,701.30	Engineer	C	71,837.04	5,986.42	5% promo	3,421.48
Fire Enginner	Step E	79,200.24	6,600.02	Captain	C	83,160.24	6,930.02	5% promo	3,960.00
1st yr base increase									7,381.48

1st year Salary Increase	7,381.48	
Average Incentives - 3.2%	236.21	
Extra Incentive 8%	7,334.72	Annualized on Step E Captain position
Medicare 1.45%	216.81	
PERS FY 13/14 37.507%	5,608.20	
Def/Comp	221.44	
Unemployment .55%	40.60	

1st yr cost	21,039.45	Cost to base positions pay
OOCP Pay - 5%	2.20	
11.2% Inc on OOC	0.25	
Medicare 1.45%	0.04	
PERS FY 13/14 37.507%	0.91	
Def/Comp	0.07	
Unemployment .55%	0.01	
Loaded Hourly OOC Pay costs	3.47	
Annual cost 8 hr per week	1,444.83	Addition for annual 416 hrs of OOC pay

Total Annual Cap Admin	22,484.29	Addition to base positions pay and OOC pay
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BC Step E OT Rate	59.09	(BC hourly rate 37.939)
Average Inc. 4.5%	2.66	
Medicare 1.45%	0.90	
PERS FY 13/14 37.157%	0.00	No PERS on OT
Loaded Overtime Hourly Rate	62.64	
Annual Savings 8 hr per week	26,060.08	Reduction of 416 hrs of BC OT
Net Annual Savings	3,575.79	BC OT savings less Cap Admin Costs

CITY OF LODI

EXHIBIT C

May 2, 2001

Updated December 2009

Updated February 2011

Updated March 2013

FIRE CAPTAIN

Job descriptions are intended to present a broad and general range of duties which includes, purpose, responsibilities, and scope of work. Job descriptions are not intended to reflect all duties performed within the job.

DEFINITION:

Under direction, responsible for the supervision of fire station activities; is required to be incident commander during emergency operations; is responsible for coordination of department functions, programs and projects. The Fire Captain is a first-line supervisor and a participant in the overall management of the department.

SUPERVISION EXERCISED AND RECEIVED

Receives general supervision from Fire Battalion Chief. Directly supervises lower level personnel.

EXAMPLES OF DUTIES:

Duties may include, but are not limited to the following:

Under direction, responsible for the supervision of fire station activities; is required to be incident commander during emergency operations; is responsible for coordination of department functions, programs and projects. The Fire Captain is a first-line supervisor and a participant in the overall management of the department.

Plans, organizes and assigns personnel to duties and responsibilities at a fire station and on fire apparatus; assists staff with their assigned duties; supervises the daily maintenance of fire stations and equipment; prepares performance appraisals; discusses and coordinates discipline and other personnel issues with Fire Battalion Chiefs or Fire Administrative Officers.

Assists in the development and implementation of policies and procedures.

Conducts fire inspections of businesses within assigned district.

Assists in the preparation of monthly work schedule; maintains records and writes reports of station activities on a monthly basis; prepares emergency reports.

Participates in public relations programs and public education program.

Perform other duties related to the operation of the department, including additional duties that enable the department to meet the diverse needs of its community.

When assigned as Administrative Fire Captain:

Serve as the department's safety officer: responsible for initiating and developing lesson plans; conducts training drills and classes; supervises other staff in the delivering of training programs; prepares and maintains written reports, statistics, records, budget and correspondence for the fire training activities.

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Develop and conduct classroom and practical training courses and programs.

Serve as acting Battalion Chief as requested.

Assignment to this duty will be at the discretion of, and reporting to, the Fire Chief.

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MINIMUM QUALIFICATIONS:

Knowledge of:

Principles, techniques, strategy, materials and equipment used in fire suppression, investigation and prevention, rescues and related emergency response; principles and practices of providing emergency medical response at the basic life support level.

Rules, policies and procedures governing the Lodi Fire Department.

Principles and practices of employee supervision, including selection, training, work evaluation and discipline.

Hazardous material and chemical spill response.

Safety practices and precautions pertaining to the work.

Skill to:

Analyze emergency response and operations problems, develop sound alternatives, and make effective decisions under emergency circumstances; render emergency medical care at the basic life support level.

Organize, schedule, assign, and review the work of others; maintain accurate records and prepare clear and concise reports and other written materials.

Develop and conduct classroom and practical training courses and programs.

Establish and maintain effective working relationships with employees, officials and the public.

Ability to:

Under direction, responsible for the supervision of fire station activities; is required to be incident commander during emergency operations; is responsible for coordination of department functions, programs and projects. The Fire Captain is a first-line supervisor and a participant in the overall management of the department..

EDUCATION AND EXPERIENCE:

Any combination equivalent to education and experience that would likely provide the required knowledges and abilities would be qualifying. A typical combination is:

Education:

Equivalent to completion of high school. College level Fire Science course work is desirable.

Experience:

Five years of fire fighting experience with the City of Lodi, including one year as a City of Lodi Fire Engineer.

LICENSES AND CERTIFICATES:

Possession of the appropriate Driver's License with endorsements as mandated by the City of Lodi.

Certification as an Emergency First Responder.

Effective July 1, 2011, State of California Fire Officer Certification.

*FLSA Status: NON-EXEMPT

RESOLUTION NO. 2013-_____

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING
ADMINISTRATIVE FIRE CAPTAIN ASSIGNMENT SIDE
LETTER AMENDING THE 2012-2013 MEMORANDUM OF
UNDERSTANDING BETWEEN THE CITY OF LODI AND THE
LODI PROFESSIONAL FIREFIGHTERS

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WHEREAS, it is recommended that Council approve an amendment to the 2012-2013 Memorandum of Understanding between the City of Lodi and the Lodi Professional Firefighters

NOW, THEREFORE, BE IT RESOLVED by the City Council that it does hereby amend the agreements as follows:

Article I – Above Class Pay

1.2 Add the following

Captains assigned as the Administrative Fire Captain shall receive special assignment pay equal to 8% of the normal base pay. This special assignment pay is intended to compensate Fire Captains for the loss in pay from transferring from shift to non-shift schedules. It is mutually agreed that assignments to the Administrative Captain are at the sole discretion of the Fire Chief.

Article XXVII – Work Hours, Schedules, Meals

27.3 Amend to read as follows

It is agreed that the work schedule of the Fire Inspector and the Administrative Captain is a 40 hour week and that all holiday, vacation, and sick leave benefits are based on a 40 hour week rather than a 56 hour week.

Date: March 20, 2013

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I hereby certify that Resolution No. 2013-_____ was passed and adopted by the Lodi City Council in a regular meeting held March 20, 2013, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk

2013-_____



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt a Resolution of Intention to Disestablish the Downtown Lodi Business Improvement District Area No. 1; and Set Public Hearing for April 17, 2013 for Council to Consider Introducing an Ordinance to Repeal Lodi Municipal Code Chapter 12.06 to Disestablish the Downtown Lodi Business Improvement Area No. 1

MEETING DATE: March 20, 2013

PREPARED BY: City Attorney's Office

RECOMMENDED ACTION: Adopt a Resolution of Intention to disestablish the Downtown Lodi Business Improvement District Area No. 1; and set public hearing for April 17, 2013 for Council to Consider introducing an Ordinance to repeal Lodi Municipal Code Chapter 12.06 to disestablish the Downtown Lodi Business Improvement Area No. 1.

BACKGROUND INFORMATION: The Downtown Lodi Business Partnership (DLBP) Board of Directors requested that the City Council begin proceedings to disestablish the Downtown Lodi Business Improvement Area No. 1. The Board indicated to City staff that they do not have adequate revenue to meet their expenses. As a result, the Board would either need to request that the Council increase assessments on the business owners in the District, or alternatively disband. The Board does not feel an increase will be well received in this economy. Indeed, their Director Jaime Watts represented to staff that the majority of this year's assessment would be consumed paying last year's obligations. Ms. Watt indicated she would provide an accounting to that effect and staff will supply the accounting via blue sheet upon receipt.

Streets and Highways Code Section 36550 and the following set forth the procedure to disestablish the Parking and Business Improvement District. The requirements include:

- 1). Adopt Resolution of Intention to Disestablish the Downtown Lodi Business Improvement Area No.1, and set a public hearing for April 17, 2013. If you are inclined to pass the Resolution of Intention, it must state a reason for the disestablishment, state the time and place of the public hearing, and contain a proposal to dispose of any assets acquired with the revenues of the assessments. The DLBP Board has proposed that banners and other assets that have no other value be transferred to the Chamber of Commerce and Visit Lodi that intend to continue some of the DLBP programs including the farmers market and parade of lights. Any other assessment revenues and assets would be liquidated and returned to the members of the district in the manner required by Streets and Highways Code Section 36551.
 - 2). The City Council must next hold a public hearing to consider introducing an Ordinance to disestablish the Downtown Lodi Business Improvement Area which is the action that will be before you on April 17, 2013.
 - 3) The public hearing must be held not less than 20 nor more than 30 days after the adoption of the Notice of Intention.
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APPROVED:

Konradt Bartlam, City Manager

- 4) The public hearing must be noticed as follows:
- a) Publish the notice of intention one time at least seven days before the public hearing.
 - b) Mail a complete copy of the Notice of Intention to each business owner in the area at least seven days before the public hearing.
- 5) If council is inclined, it would introduce an Ordinance Disestablishing the area and repealing Lodi Municipal Code Section 12.06. The Ordinance would have to order the disposition of assets as set forth in section six below.
- 6) Upon disestablishment any remaining revenues from the levy of assessments, or any revenues derived from the sale of assets shall be refunded to the business owners pro rata according to the manner of their assessment. Presumably assets of the enterprise that have no other value (banners etc) could be ordered transferred to the Chamber or another organization of the business owner's consent for continued promotion of the downtown. That proposal must be laid out in the notice of intention.
- 7) Notice of the Disestablishment must be published one time no later than 15 days after the adoption of the Ordinance.

FISCAL IMPACT: Elimination of City's DLBP annual contribution will decrease City expenses for economic development by \$24,230.

FUNDING AVAILABLE: None Required.

Stephen Schwabauer
City Attorney

RESOLUTION NO. 2013-_____

A RESOLUTION OF THE LODI CITY COUNCIL
DECLARING ITS INTENTION TO RESCIND ORDINANCE
1654, TO DISESTABLISH THE DOWNTOWN LODI
BUSINESS IMPROVEMENT AREA NO. 1.

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WHEREAS, the Downtown Lodi Business Partnership (DLBP) Board of Directors has requested that the City disestablish the Downtown Lodi Business Improvement Area No. 1 due to fiscal constraints; and

WHEREAS, the California Streets and Highways Code Section 36500 et seq., authorizes cities to disestablish Parking and Business Improvement Areas by following set procedures as outlined below:

1. The City Council first adopts a Resolution of Intention to disestablish the Downtown Lodi Business Improvement Area No. 1, and then sets a public hearing to consider introducing an Ordinance to disestablish the Downtown Lodi Business Improvement Area No. 1. If you are inclined to pass the Resolution of Intention, it must state a reason for the disestablishment, state the time and place of the public hearing, and contain a proposal to dispose of any assets acquired with the revenues of the assessments. The DLBP board has proposed that banners and other assets that have no other value be transferred to the Chamber of Commerce and Visit Lodi that intend to continue some of the DLBP programs including the farmers market and parade of lights. Any other assessment revenues and assets would be liquidated and returned to the members of the district in the manner required by Streets and Highways Code Section 36551.
- 2) The public hearing must be held not less than 20 nor more than 30 days after the adoption of the Notice of Intention.
- 3) The public hearing must be noticed as follows:
 - a) Publish the notice of intention one time at least seven days before the public hearing;
 - b) Mail a complete copy of the Notice of Intention to each business owner in the area at least seven days before the public hearing.
- 4) If council is inclined, it would adopt an Ordinance Disestablishing the area and repealing Lodi Municipal Code Section 12.06. The Ordinance would have to order the disposition of assets as set forth in section five below.
- 5) Upon disestablishment any remaining revenues from the levy of assessments, or any revenues derived from the sale of assets shall be refunded to the business owners pro rata according to the manner of their assessment. Assets of the enterprise that have no other value (banners etc) could be ordered transferred to the Chamber of Commerce or Visit Lodi, or another organization of the business owner's consent for continued promotion of the downtown. That proposal must be laid out in the notice of intention.

- 6) Notice of the Disestablishment must be published once no later than 15 days after the adoption of the Ordinance.

NOW THEREFORE the City Council of the City of Lodi does hereby resolve, determine, and find as follows:

1. The recitals set forth herein are true and correct.
2. The City Council does, at the request of the Downtown Lodi Business Partnership (DLBP), and pursuant to the California Streets and Highways Code Section 36500 et seq., declare its intention to rescind Ordinance 1654 to disestablish the "Lodi Business Improvement Area No. 1" ("the "Area").
3. The boundaries of Area No. 1 to be disestablished, and the boundaries of each separate benefit zone within the Area, are set forth in the Map, EXHIBIT A, incorporated herein by reference. A true and correct copy of the map is on file with the City Clerk of the City of Lodi.
4. The assets shall be disposed of as set forth in Exhibit B.
5. A public hearing to disestablish the Area is hereby set for April 17, 2013, at 7:00 p.m. or as soon thereafter as possible before the City Council of the City of Lodi, at the Carnegie Forum, 305 West Pine Street, Lodi, CA.
6. At the public hearing the testimony of all interested persons, for or against the disestablishment of the Area No. 1 and the planned disposition of the assets, will be heard.
7. A protest against the disestablishment of Area No. 1, and the planned disposition of its assets, or any aspect of it may be made orally or in writing. An oral protest shall be made at the said public hearing. To count in the majority protest against the Area, a protest must be in writing. A written protest may be withdrawn from writing at any time before the conclusion of the public hearing. Each written protest shall contain a written description of the business in which the person signing the protest is interested, sufficient to identify the business, and its address. If the person signing the protest is not shown on the official records of the City of Lodi as the owner of the business, then the protest shall contain or be accompanied by written evidence that the person is the owner of the business. Any written protest as to the regularity or sufficiency of the proceedings shall be in writing and clearly state the irregularity or defect to which objection is made.
8. Further information regarding the disestablishment of the Downtown Lodi Improvement Area may be obtained from the City Clerk of the City of Lodi, at City Hall, 221 West Pine Street or telephone (209) 333-6702.
9. The City Clerk is instructed to provide notice of the public hearing as follows:
 - a. Publish this Resolution of Intention in a newspaper of general circulation in the City of Lodi once, for at least seven (7) days before the hearing.

- b. Mail a complete copy of this Resolution of Intention to each and every business owner in the Area within seven (7) days of the adoption of this Resolution by the City Council.

10. This Resolution is effective on its adoption.

Dated: March 20, 2013

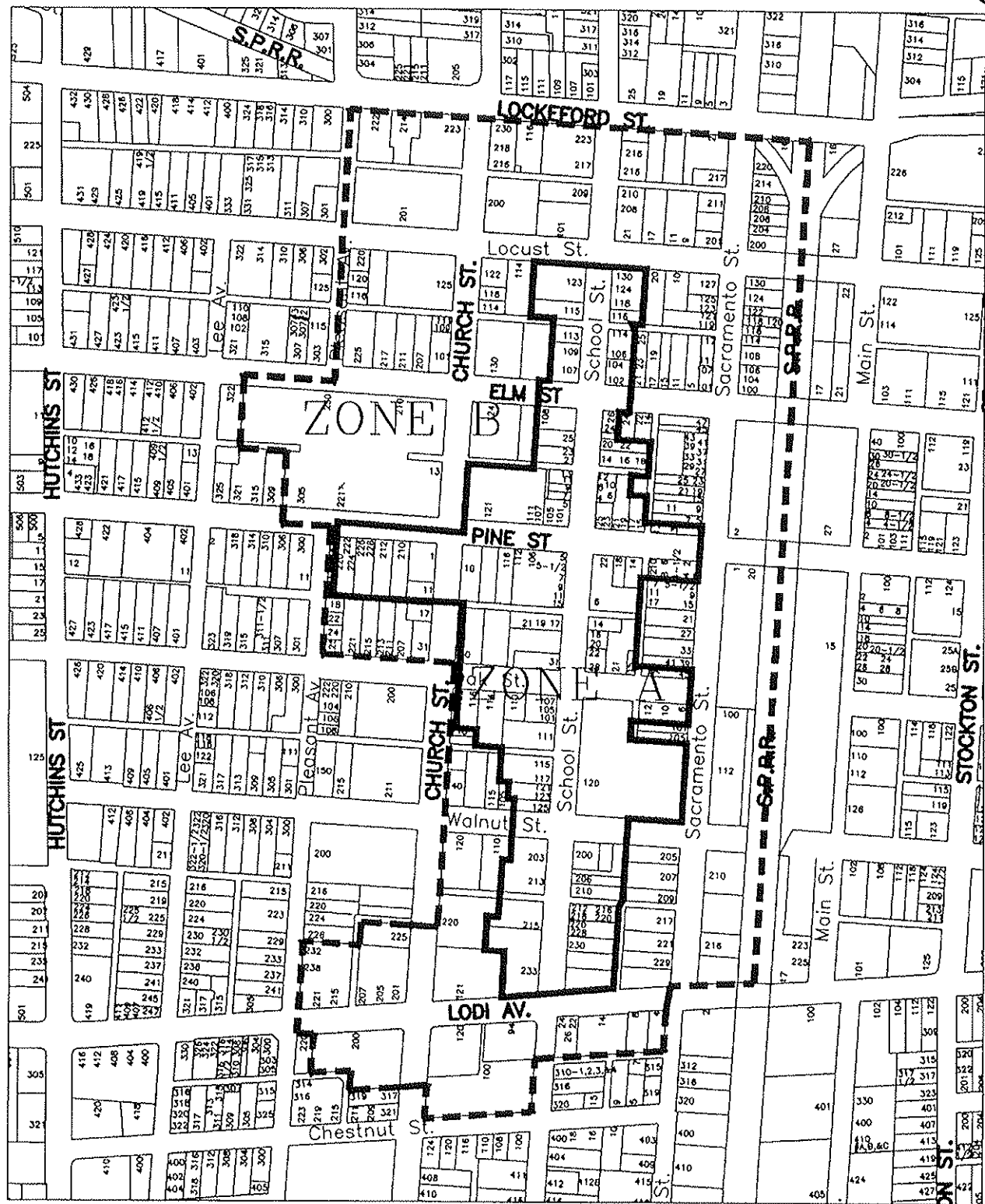
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I hereby certify that the foregoing to be a true, full and correct copy of Resolution No. 2013-____, duly passed and adopted by the Lodi City Council in a regular meeting held _____ by the following vote:

AYES: COUNCIL MEMBERS –
NOES: COUNCIL MEMBERS -
ABSENT: COUNCIL MEMBERS -
ABSTAIN: COUNCIL MEMBERS -

RANDI JOHL
City Clerk

2013-____



PROPOSED BIA BOUNDARIES

EXHIBIT B

WILL BE PROVIDED ON BLUE SHEET

AT THE MARCH 20 MEETING



CITY OF LODI COUNCIL COMMUNICATION

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AGENDA TITLE: Set Public Hearing for May 15, 2013, to Consider Adopting Resolution Setting Pre-Approved Engineering News Record Adjustment Index for Wastewater Rates for Residential, Commercial and Industrial Customers

MEETING DATE: March 20, 2013

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Set public hearing for May 15, 2013, to consider adopting resolution setting pre-approved Engineering News Record Adjustment Index for wastewater rates for residential, commercial and industrial customers.

BACKGROUND INFORMATION: City Council approved wastewater rate increases of 25 percent effective July 16, 2009; 20 percent effective July 1, 2010; 10 percent effective July 1, 2011; and 5 percent effective July 1, 2012. Also, the City Council approved an Engineering News Record – 20 Cities Average (ENR) based indexing of wastewater rates beginning with FY 2012/13. A Proposition 218 procedure was conducted that validated these actions.

Staff has regularly updated the Wastewater Utility Financial Plan and a copy of the current Financial Plan is attached as Exhibit A. The recommended rate adjustments in the Financial Plan are 2.5 percent beginning July 1, 2013. The rates for this next year, attached as Exhibit B, reflect an increase of 2.5 percent, which is lower than the ENR-based index of 2.8. The rate increase for this past year was 3 percent, lower than the 5-percent increase anticipated in 2009.

FISCAL IMPACT: Increased revenues to the wastewater utility are required to keep up with cost of service increases and new mandated costs.

FUNDING AVAILABLE: Not applicable.

F. Wally Sandelin
Public Works Director

FWS/pmf
Attachments
cc: Information Systems Manager
Deputy Public Works Director – Utilities

APPROVED: _____
Konradt Bartlam, City Manager

City of Lodi -- Wastewater Utility
Financial Plan Summary

	FY 12-13	FY 13-14	FY 14-15	FY 15-16	FY 16-17	FY 17-18	FY 18-19	FY 19-20
	3%	2.5%	3%	3%	3%	3%	3%	3%
WASTEWATER OPERATING FUND (170)								
<i>Beginning Balance</i>	2,892,538	5,461,860	4,362,182	4,244,104	4,293,626	5,833,748	7,069,470	8,805,792
<i>Revenues</i>								
Wastewater Sales	13,705,000	14,075,000	14,525,000	14,990,000	15,470,000	15,965,000	16,476,000	17,003,000
Interest Earnings	34,000	60,000	49,000	166,000	168,000	222,000	265,000	326,000
Other Revenues	196,000	202,300	208,600	214,900	221,200	227,500	233,800	241,200
Transfer In for Debt Service (172)	31,000	31,000	31,000	110,000	110,000	110,000	110,000	110,000
Transfer In for Debt Service (173)	1,433,000	7,000	83,000	97,000	113,000	129,000	299,000	415,000
Transfer From/(To) Rate Stabilization Fund (174)	-	-	-	-	-	-	-	-
Total Revenues	15,399,000	14,375,300	14,896,600	15,577,900	16,082,200	16,653,500	17,383,800	18,095,200
<i>Expenditures</i>								
Transfer Out to Gen'l Fund (Cost of Services)	1,451,478	1,451,478	1,451,478	1,451,478	1,451,478	1,451,478	1,451,478	1,451,478
Transfer Out to WW Capital Outlay (171)	500,000	500,000	3,000,000	3,250,000	2,000,000	2,575,000	2,500,000	3,500,000
Transfer Out To WW Cap. Rsrv. (172)	-	-	-	-	-	-	-	-
Administration & Other	1,075,980	1,116,500	1,159,200	1,202,900	1,247,600	1,294,300	1,343,000	1,392,700
Plant Maintenance	4,016,000	4,174,000	4,339,000	4,510,000	4,689,000	4,876,000	5,069,000	5,271,000
Sanitary System Maintenance	702,090	728,000	755,000	783,000	812,000	842,000	873,000	906,000
Storm Drainage Maintenance	556,560	579,000	602,000	627,000	652,000	678,000	706,000	735,000
Industrial System Maintenance	34,570	36,000	37,000	38,000	39,000	40,000	41,000	42,000
2003 Wastewater COP Debt Service	381,000	3,266,000	-	-	-	-	-	-
2004 Wastewater COP Debt Service	2,138,000	98,000	98,000	98,000	98,000	98,000	98,000	98,000
2007 Wastewater COP Debt Service	1,599,000	1,604,000	1,603,000	1,607,000	1,606,000	1,614,000	1,617,000	1,609,000
2012 Wastewater Refinancing	375,000	1,922,000	1,970,000	1,961,000	1,947,000	1,949,000	1,949,000	1,951,000
Total Expenditures	12,829,678	15,474,978	15,014,678	15,528,378	14,542,078	15,417,778	15,647,478	16,956,178
<i>Ending Balance</i>	5,461,860	4,362,182	4,244,104	4,293,626	5,833,748	7,069,470	8,805,792	9,944,814
Operating Reserve (25%)	2,989,000	3,263,000	2,511,000	2,579,000	2,649,000	2,723,000	2,800,000	2,876,000
Available Balance	2,472,860	1,099,182	1,733,104	1,714,626	3,184,748	4,346,470	6,005,792	7,068,814
Debt Service Coverage (min. = 1.20)	1.54	0.96	1.86	1.97	2.04	2.11	2.19	2.27
without COST	1.86	2.23	2.25	2.37	2.44	2.51	2.58	2.67
WASTEWATER CAPITAL OUTLAY (171)								
<i>Beginning Balance</i>	7,394,480	5,483,810	2,839,810	1,413,810	348,810	1,439,810	328,810	2,261,810
<i>Revenues</i>								
Transfer In (from 170)	-	-	2,500,000	2,750,000	1,500,000	2,075,000	2,000,000	3,000,000
Transfer In (from 170-Deprec.)	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000
Other Revenue	-	-	-	-	-	-	-	-
Investment Earnings	-	-	-	-	-	-	-	-
Total Revenues	500,000	500,000	3,000,000	3,250,000	2,000,000	2,575,000	2,500,000	3,500,000
<i>Expenditures</i>								
Financial System Replacement	-	250,000	250,000	-	-	-	-	-

25%

**City of Lodi -- Wastewater Utility
Financial Plan Summary**

	FY 12-13	FY 13-14	FY 14-15	FY 15-16	FY 16-17	FY 17-18	FY 18-19	FY 19-20
Financial Planning	22,670	-	-	-	-	-	-	-
Misc. System Relocations	35,000	35,000	36,000	38,000	39,000	41,000	43,000	44,000
Misc. Wastewater Taps	40,000	40,000	42,000	43,000	45,000	47,000	49,000	51,000
Collect. System Capac. Enhanc. Projects	20,000	200,000	21,000	216,000	22,000	234,000	24,000	253,000
Wastewater Main Replac./Lining Proj.	609,000	2,000,000	104,000	2,163,000	112,000	2,340,000	122,000	2,531,000
Storm Drain Trash Handling System	400,000	30,000	312,000	1,622,000	-	-	-	-
Lift Sta. Remote Term. Unit Replac.	20,000	-	-	-	-	-	-	-
Utility Frame & Cover Replacement	110,000	-	-	-	-	-	-	-
Lift Station Generator Replacements	100,000	-	260,000	-	-	-	-	-
Vehicles /Equipment	150,000	75,000	62,000	70,000	79,000	877,000	182,000	190,000
White Slough Compliance Studies & Rpts	-	-	-	-	-	-	-	-
Plant Maint. & Land Applic. Area Improv.	75,000	-	-	-	-	-	-	-
Influent Screening Replacement	-	-	2,000,000	-	-	-	-	-
UV Disinfection Upgrade	-	-	300,000	-	-	-	-	-
Aeration Diffuser Replacement	-	-	-	-	500,000	-	-	-
Cloth Filter Media Replacement	-	30,000	-	30,000	-	30,000	-	-
Digested Sludge Line to Presses	-	30,000	-	-	-	-	-	-
Electrical Upgrades	-	-	50,000	-	-	-	-	-
Admin/Ops Building Improvements	-	-	750,000	-	-	-	-	-
Rotary Press Maintenance Crane	-	25,000	-	-	-	-	-	-
Pond Gates	-	35,000	-	-	-	-	-	-
Shop Rollup Door	-	7,500	-	-	-	-	-	-
Emergency Generator Maintenance	-	20,000	-	-	-	-	-	-
Road to Outfall Repair	-	10,000	-	-	-	-	-	-
Secondary Scum Trough Drives	-	11,500	-	-	-	-	-	-
Misc Paving	-	10,000	-	-	-	-	-	-
SCADA Upgrades/PLC Replacement	-	-	75,000	-	-	-	-	-
Primary Chain & Flights	75,000	80,000	40,000	-	-	-	-	-
Boiler Retube	-	-	20,000	-	-	-	-	-
Chain Hoist	35,000	-	-	-	-	-	-	-
Gas compressor (WSWPCF)	14,000	-	-	-	-	-	-	-
Dissolved Air Floatation Tank Rebuild	225,000	-	-	-	-	-	-	-
Tailwater Pump (WSWPCF)	25,000	-	-	-	-	-	-	-
UV Bypass System Improvements	100,000	-	-	-	-	-	-	-
Fence Repairs/Upgrades	-	25,000	-	25,000	-	-	25,000	-
Anaerobic Digester Painting	130,000	-	-	-	-	-	-	-
Digester Cleaning & Gas Scrubber Relining	125,000	-	-	-	-	-	-	-
Plant Security Enhancements	-	130,000	-	-	-	-	-	-
Miscellaneous Future Projects	100,000	100,000	104,000	108,000	112,000	117,000	122,000	127,000
Total Expenditures	2,410,670	3,144,000	4,426,000	4,315,000	909,000	3,686,000	567,000	3,196,000
Ending Balance	5,483,810	2,839,810	1,413,810	348,810	1,439,810	328,810	2,261,810	2,565,810

City of Lodi -- Wastewater Utility
Financial Plan Summary

FY 12-13	FY 13-14	FY 14-15	FY 15-16	FY 16-17	FY 17-18	FY 18-19	FY 19-20
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WASTEWATER CAPITAL RESERVE (172)

Beginning Balance	3,135,539	3,135,539	3,135,539	3,135,539	3,135,539	3,135,539	3,135,539	3,135,539
Revenues								
Transfer In from 170	-	-	-	-	-	-	-	-
Interest Earnings	31,000	31,000	31,000	110,000	110,000	110,000	110,000	110,000
Total Revenues	31,000	31,000	31,000	110,000	110,000	110,000	110,000	110,000
Expenditures								
White Slough Solids Handling Facility	-	-	-	-	-	-	-	-
White Slough Sludge Thickening	-	-	-	-	-	-	-	-
Transfer Out to 170 (for Debt Service)	31,000	31,000	31,000	110,000	110,000	110,000	110,000	110,000
Total Expenditures	31,000	31,000	31,000	110,000	110,000	110,000	110,000	110,000
Ending Balance	3,135,539	3,135,539	3,135,539	3,135,539	3,135,539	3,135,539	3,135,539	3,135,539
Restricted Debt Service Reserve	2,379,536	2,379,536	2,379,536	2,379,536	2,379,536	2,379,536	2,379,536	2,379,536
2007 COP Proceeds (w/ fiscal agent)	756,003	756,003	756,003	756,003	756,003	756,003	756,003	756,003
Cash Deficit (amt. owed for past DS)	-	-	-	-	-	-	-	-

IMF WASTEWATER FACILITIES (173)

Beginning Balance	662,952	6,952	82,952	96,952	112,952	128,952	298,569	414,569
Revenues								
Wastewater IMF	770,000	333,000	346,000	360,000	375,000	390,000	405,000	421,000
Wastewater IMF from PCE/TCE & WTP								
Interest Earnings	7,000	-	1,000	3,000	4,000	5,000	10,000	15,000
Total Revenues	777,000	333,000	347,000	363,000	379,000	395,000	415,000	436,000
Expenditures								
Transfer Out (to 170 for Debt Service)	1,433,000	7,000	83,000	97,000	113,000	129,000	299,000	415,000
Transfer Out (refund PCE/TCE)	-	250,000	250,000	250,000	250,000	96,383	-	-
City-Wide IMF Program Update	-	-	-	-	-	-	-	-
Total Expenditures	1,433,000	257,000	333,000	347,000	363,000	225,383	299,000	415,000
Ending Balance	6,952	82,952	96,952	112,952	128,952	298,569	414,569	435,569
Owed to Fund 170 for Debt Service	116,000	1,919,000	2,796,000	3,662,000	4,511,000	5,349,000	6,019,000	6,568,000

City of Lodi -- Wastewater Utility
Financial Plan Summary

	FY 12-13	FY 13-14	FY 14-15	FY 15-16	FY 16-17	FY 17-18	FY 18-19	FY 19-20
WW Rate Stabilization Fund (174)								
<i>Beginning Balance</i>	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000
<i>Revenues</i>								
Transfer In from 170	-	-	-	-	-	-	-	-
Total Revenues	-	-	-	-	-	-	-	-
<i>Expenditures</i>								
Transfer Out to 170	-	-	-	-	-	-	-	-
Total Expenditures	-	-	-	-	-	-	-	-
<i>Ending Balance</i>	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000

Aggregate End-of-Year Balance	14,588,000	10,920,000	9,390,000	8,391,000	11,038,000	11,332,000	15,118,000	16,582,000
Operating Reserve (25%)	2,989,000	3,263,000	2,511,000	2,579,000	2,649,000	2,723,000	2,800,000	2,876,000
Restricted DS Reserve	2,379,536	2,379,536	2,379,536	2,379,536	2,379,536	2,379,536	2,379,536	2,379,536
2007 COP Proceeds	756,003	756,003	756,003	756,003	756,003	756,003	756,003	756,003
Rate Stabilization Fund	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000
Net Available for Capital Projects	7,963,461	4,021,461	3,243,461	2,176,461	4,753,461	4,973,461	8,682,461	10,070,461

Exhibit B**City of Lodi -- Wastewater Utility****Current and Proposed Wastewater Rates**

		Current	July 2013
Residential			
Percent Increase			2.5
Flat Rates (\$/month)			
1 Bedroom	\$	25.20	\$ 25.83
2 Bedroom	\$	33.60	\$ 34.44
3 Bedroom	\$	42.00	\$ 43.05
4 Bedroom	\$	50.40	\$ 51.66
5 Bedroom	\$	58.80	\$ 60.27
6 Bedroom	\$	67.20	\$ 68.88
7 Bedroom	\$	75.60	\$ 77.49
Usage-Based Rates			
Service Charge (\$/month)	\$	22.95	\$ 23.52
Usage Charge (\$/CCF) (1)	\$	2.61	\$ 2.68
Non-Residential (\$/month)			
Moderate Strength (per SSU)	\$	33.60	\$ 34.44
High Strength			
Flow (per MG, annual basis)	\$	3,402.35	\$ 3,487.41
BOD (per 1,000 lbs, annual basis)	\$	561.47	\$ 575.51
SS (per 1,000 lbs, annual basis)	\$	351.07	\$ 359.85
Grease Interceptor & Septic Holding Tank			
Waste within City Limits (per 1,000 gal.)	\$	297.29	\$ 304.72
Septic (only) Holding Tank Waste			
Outside City Limits (per 1,000 gal.)	\$	631.11	\$ 646.89
Disposal to Storm Drain System (per MG)	\$	312.28	\$ 320.09

Notes:

(1) Winter water usage determined as average monthly usage from December through February.

Comments by the public on non-agenda items

THE TIME ALLOWED PER NON-AGENDA ITEM FOR COMMENTS MADE BY THE PUBLIC IS LIMITED TO FIVE MINUTES.

The City Council cannot deliberate or take any action on a non-agenda item unless there is factual evidence presented to the City Council indicating that the subject brought up by the public does fall into one of the exceptions under Government Code Section 54954.2 in that (a) there is an emergency situation, or (b) the need to take action on the item arose subsequent to the agenda's being posted.

Unless the City Council is presented with this factual evidence, the City Council will refer the matter for review and placement on a future City Council agenda.

Comments by the City Council Members on non-agenda items



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Conduct A Public Hearing to Approve the Draft 2013/14 Action Plan for the Community Development Block Grant Program

MEETING DATE: March 20, 2013

PREPARED BY: Community Development Department

RECOMMENDED ACTION: Conduct a public hearing to approve the Draft 2013/14 Action Plan for the Community Development Block Grant Program.

BACKGROUND INFORMATION: A public hearing is required as part of the federal requirements of the Community Development Block Grant (CDBG) program.

In May 2009, the Council approved the 2009-14 CDBG Consolidated Plan, a five-year plan for identifying and addressing community needs. The Consolidated Plan contains an assessment that defines housing and community development needs for low-income persons and families, as well as a variety of special needs populations, including homeless, elderly, and disabled persons. The needs assessment is based on Census data, other available data sources, and input from community residents and service providers. The second component of the Consolidated Plan is a strategic plan, which lays out the City's method for expending CDBG funds over the five-year period and sets goals and priorities for each type of eligible activity.

The Action Plan is the Consolidated Plan's annual implementing document and provides a detailed description of each activity proposed for the fiscal year, as well as the City's CDBG budget and goals for the fiscal year.

Funding Allocation

The City expects to receive \$597,871 in CDBG funds from the federal government for the coming fiscal year, a 5.1 percent reduction from 2012/13 that is based upon the most recent sequestration cuts.

Funding and Application Process

The remaining process for allocating the 2013/14 CDBG funding is as follows:

- March 20, 2013 Public Hearing to review draft Action Plan documents.
- April 1 – May 1, 2013 Public review period.
- May 1, 2013 Public Hearing to adopt Final Action Plan documents.
- May 15, 2013 Action Plan due to HUD.

APPROVED: _____
Konradt Bartlam, City Manager

At the completion of an application period that ran from January 9, 2013 to February 6, 2013, the City received a total of 11 applications from community-based organizations (CBO's) requesting a total of \$527,354. Those 11 applications were then evaluated with a grading/scoring matrix that is intended to provide a standard of measurement to allow for an empirical rating of applicants. Each application is rated on a grading scale that allows a maximum of 100 points

The review of the applications centered on the rating criteria that focuses on the following areas:

- *Activity Need and Justification.* Activities were evaluated on their ability to address a significant community need and their benefit to very low-income persons.
- *Readiness to Proceed.* Programs and projects were evaluated based on their feasibility of implementation, overall and within the allotted time frame.
- *Cost Reasonableness and Effectiveness.* Budgets were reviewed to determine completeness and reasonableness of all costs related to the request for CDBG funding. Organizations applying for service funding were also evaluated on their ability to become self-sustaining.
- *Activity Management and Implementation.* Applicants were evaluated on experience, administrative capacity, and financial management.
- *Past Performance.* Applicants previously receiving CDBG funds from the City will be evaluated on their reporting and timely expenditure of funds.
- *Matching Contributions.* Consideration was given to the amount of non-CDBG/HOME funds committed to the project.

In 2007, the City Council adopted a CDBG allocation policy that predetermines a set-aside of 60 percent of the CDBG adjusted annual allocation for City projects and services, and 40 percent for CBO projects and services. The distribution of CDBG funding in accordance with that policy is indicated in the following Table.

2013/14 CDBG Allocation	\$ 597,871
20% Program Admin	(\$119,574)
Total Funding Available for Distribution	\$478,297
60% Set-aside for City Projects & Services	\$ 286,978
40% Set-aside for CBO Projects & Services	\$ 191,319

The total amount of funding requested for City projects and services was \$9,978 less than the total available in the City's 60 percent set-aside, so those funds are being recommended to be used for CBO services and projects.

HUD Regulations also place a 15 percent cap on the amount of funding that can be allocated to Public Service activities, whether that be by the City or by a CBO. We have a total of \$199,531 requested in Public Services and a Service Cap of \$89,680 for 2013/14.

CDBG Funding Recommendations

For planning and administrative activities, an allocation of \$119,574 (20 percent of the CDBG 2013/14 allocation) is recommended to cover the costs of managing the CDBG Program. Remaining funding recommendations are grouped into the following categories: City projects, City service programs, CBO projects, and CBO service programs.

Funding recommendations for these categories are listed below, with additional detail on applicants and recommendations in Exhibit A (Summary/Ranking of 2013/14 Applications Received), Exhibit B (Internal Applications Received), and Exhibit C (City Manager's Recommendations for Funding).

PROGRAM ADMINISTRATION \$119,574

CITY CAPITAL PROJECTS (\$215,000)

- ADA Retrofit Improvements (\$100,000)
- Hutchins Street Square – South Entrance ADA Improvements (\$75,000)
- Kofu Park ADA Improvements (\$40,000)

CITY SERVICE PROGRAMS (\$62,000)

- Spay/Neuter Program (\$20,000)
- Graffiti Abatement (\$42,000)

CBO CAPITAL PROJECTS (\$173,617)

- Housing Authority – Housing Weatherization Improvements (\$18,000)
- LOEL Center – 125 S. Washington Project – Phase II (\$155,617)

CBO SERVICE PROGRAMS (\$27,680)

- San Joaquin Fair Housing – Fair Housing Services (\$18,000)
- Second Harvest Food Bank - Food Assistance Programs (\$8,180)
- Emergency Food Bank – Mobile Farmer's Market (\$1,500)

Next Steps

Upon completion of the initial public hearing, the Draft Action Plan will be available for public review and comment and will be brought back for final approval on May 1, 2013. The adopted Action Plan document must be submitted to HUD no later than May 15, 2013 in order to receive funding beginning July 1, 2013.

FISCAL IMPACT: CDBG are federal funds. Capital improvements allow for maintenance costs to be reduced. Administration costs are paid via a 20 percent set-aside of the grant funds.

FUNDING AVAILABLE: \$597,871 – 2013/14 Annual Community Development Block Grant Award

Jordan Ayers, Deputy City Manager

Konradt Bartlam
Community Development Director

Attachments

KB/jw

SUMMARY AND RANKING OF 2013/14 CBO APPLICATIONS

Applicant	Project/Program	Ranking	Amount Requested	Public Service	Capital Improvement	Economic Development	Housing
COMMUNITY-BASED ORGANIZATION APPLICATIONS							
C. Sandige Associates	Lodi Station - Applicant is seeking funding for pre-development costs for a proposed development of transit-oriented, workforce housing units to be built in "Downtown Mixed-Use District". The site is located on N. Sacramento Street, directly across from the Lodi Transit Parking Structure.	51	175,000.00				175,000.00
Housing Authority of San Joaquin Co	Housing Weatherization Improvements - Window replacement in the six-units of affordable housing apartment complex located at 719 S. Washington St.	85	17,910.00				17,910.00
LOEL Foundation	Phase II Site Improvements - Continuation of project at 125 S. Washington. Phase I included the demolition of the old church building and preliminary site improvements that include off-street parking, a community garden and security fencing. Phase II continues site improvements, ADA accessibility improvements and underground utilities that must be relocated.	82	194,913.00		194,913.00		
Small Business Development Center (Delta College)	Small Business Assistance - Provides confidential, individual and free business consulting to existing and prospective Lodi business owners, and monthly small business start up workshops.	91	10,000.00			10,000.00	
San Joaquin Fair Housing	Fair Housing Services - HUD-mandated counseling services and outreach to tenants, property owners and property managers to satisfy HUD/CDBG requirement for affirmatively furthering fair housing.	74	18,000.00	18,000.00			
180 Teen Center	Care Lodi - Three-phase collaborative effort among law enforcement, faith-based organizations and community agencies, to provide opportunities for youth in the target neighborhood, appropriate existing resources for residents in the target neighborhood, and activate the faith-based community in order to provide resources which will contribute to long term change.	84	45,540.00	45,540.00			
Emergency Food Bank and Family Services	Mobile Farmers' Market program - The MFM is an existing program that provides access to fresh fruits and vegetables, healthy cooking demonstrations and health and nutrition-related information to low-income residents.	89	1,500.00	1,500.00			
Human Services Agency (SJ County)	Home-Delivered Meals - Elderly recipients have a package of five frozen meals delivered once a week.	95	5,000.00	5,000.00			
Second Harvest	Hunger Relief Programs - Funding for the operation of the Food Assistance Program, the Senior Brown Bag Program, and the Food 4 Thought Program.	96	10,000.00	10,000.00			
Catholic Charities	Women's Drop-in Center - A collaborative effort with St. Anne's Church, the Salvation Army and Lodi House, that will serve homeless women and their children through a daytime resource center that will be located at 108 S. Pleasant Ave.	81	29,491.00	29,491.00			
Salvation Army	Tutoring and Mentoring Program - An after-school program out of the Salvation Army Lockeford Street facility that will operate between 3:00 and 5:00 on weekdays. The program will focus on tutoring, mentoring, character building, crafts and sports/recreational activities.	85	20,000.00	20,000.00			
	TOTAL REQUESTS		\$ 527,354.00	129,531.00	194,913.00	10,000.00	192,910.00

INTERNAL APPLICATIONS RECEIVED

Applicant	Project/Program	Amount	Public Service	Capital Improvement	Economic Development	Housing
CITY APPLICATIONS						
LPD - Animal Services	Spay and Neuter Program - Sterilization for Feral cats trapped and released within the CDBG Target Area, as well as both friendly cats and pit-bull dogs from low income households.	20,000.00	20,000.00			
Public Works Dept.	Graffiti Abatement - The Public Works Department will abate graffiti on public and private property that is viewable from the public right-of-way and within the CDBG Target Area.	50,000.00	50,000.00			
Public Works Dept.	ADA Accessibility Improvements - The Public Works Department will make improvements in the public right of way and at public facilities to remove barriers to accessibility. The activities will be targeted in LMI areas and areas serving public facilities.	100,000.00		100,000.00		
Parks, Recreation & Cultural Services	Hutchins Street Square - South Entrance ADA - Improvements necessary to provide path of travel and to remove barriers to accessibility.	70,000.00		70,000.00		
Parks, Recreation & Cultural Services	Kofu Park ADA Improvements - Install ADA-compliant parking stalls and path of travel improvements at Kofu Park to remove barriers to accessibility.	37,000.00		37,000.00		
	Total requests	\$ 277,000.00	\$ 70,000.00	\$ 207,000.00	-	-

2013-14
CITY MANAGER'S RECOMMENDATIONS FOR CDBG FUNDING

2013/14 CDBG Allocation
Program Administration (20%)
Adjusted Balance

Total Funding Available

City Projects

ADA Ramp Improvements
HSS - South Entrance ADA
Kofu Park ADA Improvements

City Service Programs

Spay/Neuter Program
Graffiti Abatement

CBO Projects

C. Sandidge - Lodi Station Housing (51)
Housing Authority - Window Replacement (85)
LOEL Center - Phase II 125 S. Washington (82)

CBO Economic Development

SBDC - Small Business Assistance (91)

CBO Service Programs

Second Harvest Food Bank (96)
HSA - Home Delivered Meals (95)
EFB - Mobile Farmer's Market (89)
SA - Tutoring-Mentoring Program (85)
One-Eighty Teen Center - CARE LODI (84)
Catholic Charities - Women's Drop-in Center (81)
Fair Housing (74)

\$597,871				
(\$119,574)				
\$478,297	2013/14 CDBG Allocation		Cap Distribution	
	60% City Set-Aside	40% CBO Set-Aside	15% Public Services	
\$478,297	\$286,978	\$191,319	\$89,680	
\$100,000	\$100,000			
\$70,000	\$75,000			
\$37,000	\$40,000			
\$25,000	\$20,000		\$20,000	
\$50,000	\$42,000		\$42,000	
\$175,000				
\$17,910		\$18,000		
\$194,193		\$155,617		
\$10,000				
\$10,000		\$8,180	\$8,180	
\$5,000				
\$1,500		\$1,500	\$1,500	
\$20,000				
\$45,540				
\$29,491				
\$18,000		\$18,000	\$18,000	
\$478,297	\$277,000	\$201,297	\$89,680	
	\$9,978	-\$9,978	\$0	

RESOLUTION NO. 2013-_____

A RESOLUTION OF THE LODI CITY COUNCIL
APPROVING THE DRAFT ACTION PLAN FOR THE
2013-14 FEDERAL ALLOCATION OF COMMUNITY
DEVELOPMENT BLOCK GRANT FUNDS

=====

WHEREAS, the Department of Housing and Urban Development (HUD) has determined that the City of Lodi, California, is entitled to Community Development Block Grant (CDBG) funds as an entitlement community for fiscal year 2013-14 Federal allocation; and

WHEREAS, the City of Lodi is estimating that the allocation for the 2013-14 fiscal program year will be \$597,871; and

WHEREAS, the City of Lodi has held, with proper notification, a public hearing at the City Council meeting of March 20, 2013, to receive comments and proposals from the public regarding the projected use of CDBG funds and provided the public with adequate information concerning the amount of funds available for community development activities, the range of eligible activities, and other important requirements; and

WHEREAS, staff therefore recommends the following allocations:

Program Administration \$119,574

CITY Capital Projects (\$215,000)

- ADA Retrofit Improvements (\$100,000)
- Hutchins Street Square – South Entrance ADA (\$75,000)
- Kofu Park ADA Improvements (\$40,000)

CITY Service Programs (\$62,000)

- Spay/Neuter Program (\$20,000)
- Graffiti Abatement (\$42,000)

CBO Capital Projects (\$173,617)

- LOEL Center –125 S. Washington Project – Phase II (\$155,617)
- Housing Authority – Housing Weatherization Improvements – Window Replacement (\$18,000)

CBO Service Programs (\$27,680)

- San Joaquin Fair Housing – Fair Housing Services (\$18,000)
- Second Harvest Food Bank - Food Assistance Programs (\$8,180)
- Emergency Food Bank – Mobile Farmer’s Market (\$1,500)

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lodi does hereby approve the draft Action Plan which includes the recommended 2013-14 Federal allocations of CDBG funds to the projects recommended by staff in the amount of \$597,871 as indicated above.

Dated: March 20, 2013

=====

I hereby certify that Resolution No. 2013-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held March 20, 2013, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk

2013-_____

CITY OF LODI

LEGAL ADVERTISEMENT

ADVERTISING INSTRUCTIONS

SUBJECT: NOTICE OF PUBLIC HEARING FOR DISCUSSION OF POSSIBLE
CDBG APPLICATIONS

PUBLISH (DATES): March 7, 2013

ACCT#: 20104930

TEAR SHEETS WANTED: 1 EXTRA (ONLY) DELIVER TO: Community
Development Dept.

AFFIDAVIT & BILL TO: Community Development - CDBG
City of Lodi
221 W. Pine Street
Lodi, CA 95241

DATE: March 5, 2013 ORDERED BY: Joseph Wood

TITLE: Neighborhood Services Division Manager



DECLARATION OF POSTING

PUBLIC HEARING TO APPROVE DRAFT 2013/14 ACTION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

On Thursday, March 7, 2013, in the City of Lodi, San Joaquin County, California, a Notice of Public Hearing to approve Draft 2013/14 Action Plan for the Community Development Block Grant Program (attached and marked as Exhibit A) was posted at the following locations:

Lodi Public Library
Lodi City Clerk's Office
Lodi City Hall Lobby
Lodi Carnegie Forum

I declare under penalty of perjury that the foregoing is true and correct.

Executed on March 7, 2013, at Lodi, California.

ORDERED BY:

**RANDI JOHL
CITY CLERK**


JENNIFER M. ROBISON, CMC
ASSISTANT CITY CLERK

MARIA BECERRA
ADMINISTRATIVE CLERK



DECLARATION OF MAILING

PUBLIC HEARING TO APPROVE DRAFT 2013/14 ACTION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

On Thursday, March 7, 2013, in the City of Lodi, San Joaquin County, California, I deposited in the United States mail, envelopes with first-class postage prepaid thereon, containing a Notice of Public Hearing to approve Draft 2013/14 Action Plan for the Community Development Block Grant Program, attached hereto marked Exhibit A. The mailing list for said matter is attached hereto marked Exhibit B.

There is a regular daily communication by mail between the City of Lodi, California, and the places to which said envelopes were addressed.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on March 7, 2013, at Lodi, California.

ORDERED BY:

RANDI JOHL
CITY CLERK, CITY OF LODI


JENNIFER M. ROBISON, CMC
ASSISTANT CITY CLERK

MARIA BECERRA
ADMINISTRATIVE CLERK



LEGAL NOTICE

NOTICE OF PUBLIC HEARING FOR DISCUSSION OF THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

NOTICE IS HEREBY GIVEN that a public hearing will be held on Wednesday, March 20, 2013 at 7:00 p.m. or as soon thereafter as the matter may be heard, in the Lodi City Council Chambers, 305 West Pine Street, Lodi, CA 95241 in order to consider the Community Development Block Grant (CDBG) Program Action Plan development process and to receive input regarding community needs and funding priorities. The City expects to receive \$597,871 in CDBG funds for 2013/14.

The CDBG program provides funding for activities that benefit low-income persons, eliminate slum or blight, or serve an urgent need. Eligible activities include property acquisition, public improvements, housing rehabilitation, economic development, and public services.

As a recipient of Community Development Block Grant (CDBG) funding, the City has developed an Action Plan that describes the activities proposed to be funded in 2013-14. The Action Plan generally describes how the City will utilize program funds for eligible activities during the fiscal year. The Action Plan can be amended as needed to reallocate funds to housing and community development activities.

Planning documents will be made available to the public for at least 30 days before adoption by the City Council. The documents are anticipated to be released on March 22, 2012 for public review and comment. An additional public hearing will be held on Wednesday, May 2, 2012 for review and adoption of the Action Plan.

The purpose of this public hearing will be to give citizens an opportunity to make their comments known regarding community needs and potential activities to be funded under the CDBG Program. If you are unable to attend the public hearing, you may direct written comments to the City Clerk, City of Lodi, PO Box 3006, Lodi, CA 95241, or you may telephone (209) 333-6711. In addition, information is available for review at Lodi City Hall (221 West Pine Street) between the hours of 8:00 a.m. and 5:00 p.m. on weekdays.

The City promotes fair housing and makes all its programs available to low- and moderate-income families regardless of age, race, color, religion, sex, national origin, sexual preference, marital status or handicap.

Neighborhood Services Manager
Joseph Wood

Dated: March 5, 2013

2013/14 CDBG Mailing List

EXHIBIT B

Captains Tory and Martin Ross
c/o Salvation Army, Lodi Corps
PO Box 1388
Lodi, CA 95241
martin.ross@usw.salvationarmy.org
209-369-5896 x107

Mike Mallory
c/o Second Harvest Food Bank
704 E. Industrial Park Drive
Manteca, CA 95337-6116
ktapia@feedingamerica.org
209-239-2091

Dean Fujimoto
c/o SJC Human Services Agency
PO Box 201056
Stockton, CA 95201

Rebeca Knodt
c/o Emergency Food Bank of Stockton/San Joaquin
7 W. Scotts Avenue
Stockton, CA 95202
rknodt@stocktonfoodbank.org
209-464-7369

Peggy Wagner
c/o San Joaquin County Fair Housing Association
247 E. Miner Ave
Stockton, CA 95202
PeggyW@sjfairhousing.com
(209) 451-3471

Kristi Rhea
c/o Housing Authority of the County of San Joaquin
448 S. Center Street
Stockton, CA 95202
krhea@hacsj.com
209-460-5024

Tracy Williams
c/o LOEL Foundation, Inc.
105 S. Washington Street
Lodi, CA 95240
tracy@loelcenter.net
209-368-2050

Jake McGregor
c/o One-Eighty Teen Center
17 W. Lockeford Street
Lodi, CA 95240
Cherene Sandidge

CSA
PO Box 26
Pinole, CA 94564
sandiego@aol.com
209-290-7845

Dean Fujimoto
c/o SJC Human Services Agency
PO Box 201056
Stockton, CA 95201

Jake McGregor
c/o One-Eighty Teen Center
17 W. Lockeford Street
Lodi, CA 95240

Elvira Ramirez
Catholic Charities
1106 N. El Dorado
Stockton, CA 95202
eramirez@ccstockton.org
209-444-5938

Nate McBride, Acting Director
Small Business Development Center
56 S. Lincoln Street
Stockton, CA 95203



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Public Hearing to Consider Adopting Resolution Approving Contractual Consumer Price Index Based Annual Adjustment to Rates for Solid Waste Collection

MEETING DATE: March 20, 2013

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Public hearing to consider adopting resolution approving contractual Consumer Price Index based annual adjustment to rates for solid waste collection.

BACKGROUND INFORMATION: The franchise agreement with Central Valley Waste Services states in Section 7b that rates for solid waste collection are to be adjusted annually on April 1 of each anniversary of the agreement.

Section 7c of the franchise agreement states that rates shall be adjusted in a percentage amount equal to 80 percent of the annual change in the Consumer Price Index for all Urban Consumers for San Francisco-Oakland-San Jose, California Area, All Items (1982-84=100). The percent increase in rates based on the CPI change is 2.146 percent. Section 7f of the franchise agreement also states that the contractor may request additional increases due to extraordinary increases in landfill costs. Central Valley Waste Services is asking for an additional increase in rates for increased disposal costs that have risen by 0.240 percent. The total rate increase requested by Central Valley Waste Services is 2.386 percent.

The proposed rates are attached. For most residential customers, the rate increase will be 57 cents per month. The effective date of the proposed rates is April 1, 2013.

FISCAL IMPACT: Franchise and billing fees paid to the City will increase by approximately \$30,000.

FUNDING AVAILABLE: Not applicable.

F. Wally Sandelin
Public Works Director

FWS/pmf
Attachments
cc: Central Valley Waste Services
Steve Mann, Information Systems Division Manager

APPROVED: _____
Konradt Bartlam, City Manager



CITY OF LODI
MULTI-CART CURBSIDE REFUSE RATES
EFFECTIVE APRIL 1, 2013 THROUGH MARCH 31, 2014

	Current Rate Per Month	New Rate Per Month
1. 35 GALLON REFUSE CART 1X PER WEEK		
1 Refuse Cart	\$23.70	\$24.27
2 Refuse Carts	\$59.20	\$60.61
3 Refuse Carts	\$94.74	\$97.00
4 Refuse Carts	\$130.30	\$133.41
2. 64 GALLON REFUSE CART 1X PER WEEK		
1 Refuse Cart	\$35.65	\$36.50
2 Refuse Carts	\$89.07	\$91.20
3 Refuse Carts	\$142.48	\$145.88
3. 96 GALLON WASTE CART 1X PER WEEK		
1 Refuse Cart	\$77.71	\$79.56
2 Refuse Carts	\$155.43	\$159.14
3 Refuse Carts	\$233.14	\$238.70
4. DUPLEX AND MULTI-FAMILY, AND MOBILE HOMES		
Monthly rate is reduced one (1) dollar from above base rates	-\$1.00	-\$1.00
5. LOW VOLUME USER 1X PER WEEK****		
One (1) - 20 Gallon Low Volume Refuse Cart	\$16.13	\$16.51
7. ADDITIONAL 64 GALLON RECYCLING CARTS		
Second and Third Recycling Cart	No Add'l Charge	No Add'l Charge
Fourth and Each Additional Cart	\$12.77	\$13.07
8. ADDITIONAL 96 GALLON YARD AND GARDEN CARTS		
Second and Third Yard and Garden Cart	No Add'l Charge	No Add'l Charge
Fourth and Each Additional Yard and Garden Cart	\$12.77	\$13.07
9. BACK YARD SERVICE****		
Monthly service charge	\$13.12	\$13.43
Qualified Disabled	No Add'l Charge	No Add'l Charge

Notes:

****Applies to Single Family Dwellings Only



CITY OF LODI
CONTAINER RATES
EFFECTIVE APRIL 1, 2013 THROUGH MARCH 31, 2014

WEEKLY SERVICE - ONE (1) CUBIC YARD CONTAINER

# OF CONTAINERS	1 X WK	2 X WK	3 X WK	4 X WK	5 X WK	6 X WK
1	\$ 126.82	\$ 235.92	\$ 540.58	\$ 975.61	\$ 1,540.98	\$ 2,236.72
2	\$ 201.49	\$ 367.61	\$ 768.33	\$ 1,325.52	\$ 2,039.14	\$ 2,909.18
3	\$ 276.15	\$ 499.23	\$ 996.06	\$ 1,675.42	\$ 2,537.25	\$ 3,581.60
4	\$ 350.78	\$ 630.86	\$ 1,223.80	\$ 2,025.30	\$ 3,035.39	\$ 4,254.08
5	\$ 425.47	\$ 762.51	\$ 1,451.54	\$ 2,375.23	\$ 3,533.55	\$ 4,926.48
6	\$ 500.12	\$ 894.15	\$ 1,679.25	\$ 2,725.16	\$ 4,031.65	\$ 5,598.93
7	\$ 574.80	\$ 1,025.84	\$ 1,907.02	\$ 3,075.03	\$ 4,529.79	\$ 6,271.38
8	\$ 649.43	\$ 1,157.43	\$ 2,134.78	\$ 3,424.88	\$ 5,027.92	\$ 6,943.84
9	\$ 724.10	\$ 1,289.12	\$ 2,362.50	\$ 3,774.83	\$ 5,526.10	\$ 7,616.28
10	\$ 798.80	\$ 1,420.77	\$ 2,590.23	\$ 4,124.73	\$ 6,024.21	\$ 8,288.69

WEEKLY SERVICE - TWO (2) CUBIC YARD CONTAINER

# OF CONTAINERS	1 X WK	2 X WK	3 X WK	4 X WK	5 X WK	6 X WK
1	\$ 184.80	\$ 348.28	\$ 720.68	\$ 1,232.35	\$ 1,883.30	\$ 2,673.49
2	\$ 313.79	\$ 585.16	\$ 1,107.12	\$ 1,796.26	\$ 2,652.49	\$ 3,675.88
3	\$ 442.84	\$ 822.01	\$ 1,493.65	\$ 2,360.19	\$ 3,421.71	\$ 4,678.24
4	\$ 571.85	\$ 1,058.91	\$ 1,880.08	\$ 2,924.10	\$ 4,190.96	\$ 5,680.63
5	\$ 700.92	\$ 1,295.69	\$ 2,266.55	\$ 3,488.02	\$ 4,960.16	\$ 6,682.99
6	\$ 829.95	\$ 1,532.60	\$ 2,652.94	\$ 4,051.95	\$ 5,729.40	\$ 7,685.38
7	\$ 959.02	\$ 1,769.46	\$ 3,039.48	\$ 4,615.85	\$ 6,498.59	\$ 8,687.72
8	\$ 1,088.02	\$ 2,006.35	\$ 3,425.95	\$ 5,179.77	\$ 7,267.82	\$ 9,690.12
9	\$ 1,217.09	\$ 2,243.21	\$ 3,812.39	\$ 5,743.67	\$ 8,036.16	\$ 10,692.48
10	\$ 1,346.13	\$ 2,480.04	\$ 4,198.86	\$ 6,307.58	\$ 8,807.57	\$ 11,694.86

WEEKLY SERVICE - THREE (3) CUBIC YARD CONTAINER

# OF CONTAINERS	1 X WK	2 X WK	3 X WK	4 X WK	5 X WK	6 X WK
1	\$ 235.23	\$ 445.73	\$ 865.06	\$ 1,423.66	\$ 2,121.54	\$ 2,958.70
2	\$ 414.76	\$ 779.99	\$ 1,395.89	\$ 2,178.89	\$ 3,129.03	\$ 4,246.29
3	\$ 594.29	\$ 1,114.30	\$ 1,926.73	\$ 2,934.15	\$ 4,136.51	\$ 5,533.87
4	\$ 773.76	\$ 1,448.57	\$ 2,457.55	\$ 3,689.37	\$ 5,144.01	\$ 6,821.46
5	\$ 953.30	\$ 1,782.87	\$ 2,988.40	\$ 4,444.64	\$ 6,151.54	\$ 8,109.06
6	\$ 1,132.84	\$ 2,117.12	\$ 3,519.22	\$ 5,199.85	\$ 7,158.98	\$ 9,396.64
7	\$ 1,312.33	\$ 2,451.01	\$ 4,050.06	\$ 5,955.07	\$ 8,166.45	\$ 10,684.25
8	\$ 1,491.85	\$ 2,785.68	\$ 4,580.90	\$ 6,710.32	\$ 9,173.98	\$ 11,971.83
9	\$ 1,671.36	\$ 3,120.01	\$ 5,111.75	\$ 7,465.54	\$ 10,181.44	\$ 13,259.43
10	\$ 1,850.88	\$ 3,454.28	\$ 5,642.57	\$ 8,220.79	\$ 11,188.91	\$ 14,546.97

WEEKLY SERVICE - FOUR (4) CUBIC YARD CONTAINER

# OF CONTAINERS	1 X WK	2 X WK	3 X WK	4 X WK	5 X WK	6 X WK
1	\$ 285.74	\$ 543.13	\$ 1,009.45	\$ 1,615.03	\$ 2,359.84	\$ 3,243.93
2	\$ 515.72	\$ 974.85	\$ 1,684.64	\$ 2,561.55	\$ 3,605.60	\$ 4,816.75
3	\$ 745.71	\$ 1,406.61	\$ 2,359.87	\$ 3,508.16	\$ 4,851.36	\$ 6,389.57
4	\$ 975.73	\$ 1,838.32	\$ 3,035.09	\$ 4,454.73	\$ 6,097.16	\$ 7,962.34
5	\$ 1,205.70	\$ 2,270.03	\$ 3,710.30	\$ 5,401.28	\$ 7,342.93	\$ 9,535.21
6	\$ 1,435.74	\$ 2,701.76	\$ 4,385.55	\$ 6,347.85	\$ 8,588.66	\$ 11,108.00
7	\$ 1,665.76	\$ 3,133.51	\$ 5,060.78	\$ 7,294.43	\$ 9,834.40	\$ 12,680.81
8	\$ 1,895.79	\$ 3,565.22	\$ 5,735.98	\$ 8,240.97	\$ 11,080.18	\$ 14,253.64
9	\$ 2,125.76	\$ 3,996.94	\$ 6,411.20	\$ 9,187.56	\$ 12,325.98	\$ 15,826.46
10	\$ 2,355.82	\$ 4,428.67	\$ 7,086.38	\$ 10,134.09	\$ 13,571.73	\$ 17,399.26

WEEKLY SERVICE - FIVE (5) CUBIC YARD CONTAINER

# OF CONTAINERS	1 X WK	2 X WK	3 X WK	4 X WK	5 X WK	6 X WK
1	\$ 336.20	\$ 640.59	\$ 1,153.83	\$ 1,806.31	\$ 2,598.14	\$ 3,529.14
2	\$ 616.71	\$ 1,169.71	\$ 1,973.46	\$ 2,944.25	\$ 4,082.15	\$ 5,387.16
3	\$ 897.17	\$ 1,698.89	\$ 2,793.05	\$ 4,082.13	\$ 5,566.21	\$ 7,245.25
4	\$ 1,177.66	\$ 2,228.05	\$ 3,612.66	\$ 5,220.03	\$ 7,050.25	\$ 9,103.31
5	\$ 1,458.21	\$ 2,757.23	\$ 4,432.22	\$ 6,357.94	\$ 8,534.28	\$ 10,961.35
6	\$ 1,738.67	\$ 3,286.37	\$ 5,251.86	\$ 7,495.81	\$ 10,018.36	\$ 12,819.36
7	\$ 2,019.21	\$ 3,815.52	\$ 6,071.45	\$ 8,633.75	\$ 11,502.39	\$ 14,677.39
8	\$ 2,299.67	\$ 4,344.68	\$ 6,891.07	\$ 9,771.64	\$ 12,986.41	\$ 16,535.46
9	\$ 2,580.21	\$ 4,873.86	\$ 7,710.64	\$ 10,909.54	\$ 14,470.49	\$ 18,393.49
10	\$ 2,860.69	\$ 5,403.03	\$ 8,530.26	\$ 12,047.42	\$ 15,954.49	\$ 20,251.54

WEEKLY SERVICE - SIX (6) CUBIC YARD CONTAINER

# OF CONTAINERS	1 X WK	2 X WK	3 X WK	4 X WK	5 X WK	6 X WK
1	\$ 386.66	\$ 738.00	\$ 1,298.23	\$ 1,997.67	\$ 2,836.39	\$ 3,814.40
2	\$ 717.64	\$ 1,364.58	\$ 2,262.18	\$ 3,326.88	\$ 4,558.72	\$ 5,957.63
3	\$ 1,048.63	\$ 1,991.15	\$ 3,226.18	\$ 4,656.11	\$ 6,280.99	\$ 8,100.91
4	\$ 1,379.60	\$ 2,617.73	\$ 4,190.11	\$ 5,985.31	\$ 8,003.33	\$ 10,244.14
5	\$ 1,710.58	\$ 3,244.29	\$ 5,154.09	\$ 7,314.53	\$ 9,725.62	\$ 12,387.41
6	\$ 2,041.55	\$ 3,870.95	\$ 6,118.09	\$ 8,643.75	\$ 11,447.94	\$ 14,530.67
7	\$ 2,372.51	\$ 4,497.53	\$ 7,082.03	\$ 9,972.96	\$ 13,170.27	\$ 16,673.92
8	\$ 2,703.46	\$ 5,124.11	\$ 8,046.02	\$ 11,302.20	\$ 14,892.55	\$ 18,817.16
9	\$ 3,034.45	\$ 5,750.66	\$ 9,010.03	\$ 12,631.41	\$ 16,614.88	\$ 20,960.43
10	\$ 3,365.47	\$ 6,377.25	\$ 9,973.97	\$ 13,960.62	\$ 18,337.18	\$ 23,103.72



CITY OF LODI
10 TO 50 CUBIC YARD CONTAINERS
RATE STRUCTURE
EFFECTIVE APRIL 1, 2013 THROUGH MARCH 31, 2014

	CURRENT RATES	NEW RATES
<u>PERMANENT HIGH FREQUENCY ROLL-OFF RATES</u>		
1. Drop-off and Pick-up Charge Per Box	\$ 164.31	\$ 168.23
2. Weighed Tons Disposed/Box X Processing Charge	\$ 37.00	\$ 37.88
3. Franchise Fee (4.8% of 1+2)	\$ -	\$ -
TOTAL BILL (1+2+3)	<div></div>	

<u>ONE-TIME TEMPORARY USER ROLL-OFF RATES</u>		
1. Drop/off/Pick-up Charge Per Box	\$ 208.52	\$ 213.50
2. Tons Disposed/Box X Processing Charge (Average of five (5) tons charged per Box)	\$ 36.14	\$ 37.00
3. Franchise Fee (4.8% of 1+2)	\$ -	\$ -
TOTAL BILL (1+2+3)	<div></div>	



CITY OF LODI
10 TO 50 CUBIC YARD ROLL OFF* CONTAINERS
COMPACTOR RATE STRUCTURE
EFFECTIVE APRIL 1, 2013 THROUGH MARCH 31, 2014

CURRENT RATES	NEW RATES
------------------	-----------

TEMPORARY OR PERMANENT COMMERCIAL COMPACTOR RATES

1. Drop/off/Pick-up Charge Per Box	\$	286.08	\$	292.91
2. Tons Disposed/Box X Processing Charge	\$	37.00	\$	37.88
3. Franchise Fee (4.8% of 1+2)	\$	-	\$	-

TOTAL BILL (1+2+3)

* This charge will be applied to loads that are serviced by "Roll Off" vehicles.

* This charge will be applied per load to self contained compaction containers or containers that attach to a charging unit for the purpose of compaction in sizes on or about 10 to 50 cubic yards.

RESOLUTION NO. 2013-_____

A RESOLUTION OF THE LODI CITY COUNCIL
APPROVING CONTRACTUAL CONSUMER-PRICE-
INDEX-BASED ANNUAL ADJUSTMENT TO RATES FOR
SOLID WASTE COLLECTION

=====

WHEREAS, pursuant to Lodi Municipal Code Chapter 13.16.110 (Ordinance No. 1709), the schedule of rates for solid waste collection shall be established and adopted by the City Council from time to time by Resolution; and

WHEREAS, pursuant to Lodi Municipal Code Chapter 13.16 – Solid Waste – as it relates to solid waste collection, new monthly rates are hereby established, as more fully shown on Exhibit A attached hereto, which is incorporated by reference as if fully set forth herein.

NOW, THEREFORE, BE IT RESOLVED that all of the rate schedule attached marked Exhibit A shall be effective on all bills which are prepared on or after April 1, 2013; and

BE IT FURTHER RESOLVED that, following adoption, this Resolution shall be published one time in the “Lodi News Sentinel,” a daily newspaper of general circulation printed and published in the City of Lodi.

Dated: March 20, 2013

=====

I hereby certify that Resolution No. 2013-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held March 20, 2013, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk

2013-_____



CITY OF LODI
MULTI-CART CURBSIDE REFUSE RATES
EFFECTIVE APRIL 1, 2013 THROUGH MARCH 31, 2014

	Current Rate Per Month	New Rate Per Month
1. 35 GALLON REFUSE CART 1X PER WEEK		
1 Refuse Cart	\$23.70	\$24.27
2 Refuse Carts	\$59.20	\$60.61
3 Refuse Carts	\$94.74	\$97.00
4 Refuse Carts	\$130.30	\$133.41
2. 64 GALLON REFUSE CART 1X PER WEEK		
1 Refuse Cart	\$35.65	\$36.50
2 Refuse Carts	\$89.07	\$91.20
3 Refuse Carts	\$142.48	\$145.88
3. 96 GALLON WASTE CART 1X PER WEEK		
1 Refuse Cart	\$77.71	\$79.56
2 Refuse Carts	\$155.43	\$159.14
3 Refuse Carts	\$233.14	\$238.70
4. DUPLEX AND MULTI-FAMILY, AND MOBILE HOMES		
Monthly rate is reduced one (1) dollar from above base rates	-\$1.00	-\$1.00
5. LOW VOLUME USER 1X PER WEEK****		
One (1) - 20 Gallon Low Volume Refuse Cart	\$16.13	\$16.51
7. ADDITIONAL 64 GALLON RECYCLING CARTS		
Second and Third Recycling Cart	No Add'l Charge	No Add'l Charge
Fourth and Each Additional Cart	\$12.77	\$13.07
8. ADDITIONAL 96 GALLON YARD AND GARDEN CARTS		
Second and Third Yard and Garden Cart	No Add'l Charge	No Add'l Charge
Fourth and Each Additional Yard and Garden Cart	\$12.77	\$13.07
9. BACK YARD SERVICE****		
Monthly service charge	\$13.12	\$13.43
Qualified Disabled	No Add'l Charge	No Add'l Charge

Notes:

****Applies to Single Family Dwellings Only



CITY OF LODI
CONTAINER RATES
EFFECTIVE APRIL 1, 2013 THROUGH MARCH 31, 2014

WEEKLY SERVICE - ONE (1) CUBIC YARD CONTAINER

# OF CONTAINERS	1 X WK	2 X WK	3 X WK	4 X WK	5 X WK	6 X WK
1	\$ 126.82	\$ 235.92	\$ 540.58	\$ 975.61	\$ 1,540.98	\$ 2,236.72
2	\$ 201.49	\$ 367.61	\$ 768.33	\$ 1,325.52	\$ 2,039.14	\$ 2,909.18
3	\$ 276.15	\$ 499.23	\$ 996.06	\$ 1,675.42	\$ 2,537.25	\$ 3,581.60
4	\$ 350.78	\$ 630.86	\$ 1,223.80	\$ 2,025.30	\$ 3,035.39	\$ 4,254.08
5	\$ 425.47	\$ 762.51	\$ 1,451.54	\$ 2,375.23	\$ 3,533.55	\$ 4,926.48
6	\$ 500.12	\$ 894.15	\$ 1,679.25	\$ 2,725.16	\$ 4,031.65	\$ 5,598.93
7	\$ 574.80	\$ 1,025.84	\$ 1,907.02	\$ 3,075.03	\$ 4,529.79	\$ 6,271.38
8	\$ 649.43	\$ 1,157.43	\$ 2,134.78	\$ 3,424.88	\$ 5,027.92	\$ 6,943.84
9	\$ 724.10	\$ 1,289.12	\$ 2,362.50	\$ 3,774.83	\$ 5,526.10	\$ 7,616.28
10	\$ 798.80	\$ 1,420.77	\$ 2,590.23	\$ 4,124.73	\$ 6,024.21	\$ 8,288.69

WEEKLY SERVICE - TWO (2) CUBIC YARD CONTAINER

# OF CONTAINERS	1 X WK	2 X WK	3 X WK	4 X WK	5 X WK	6 X WK
1	\$ 184.80	\$ 348.28	\$ 720.68	\$ 1,232.35	\$ 1,883.30	\$ 2,673.49
2	\$ 313.79	\$ 585.16	\$ 1,107.12	\$ 1,796.26	\$ 2,652.49	\$ 3,675.88
3	\$ 442.84	\$ 822.01	\$ 1,493.65	\$ 2,360.19	\$ 3,421.71	\$ 4,678.24
4	\$ 571.85	\$ 1,058.91	\$ 1,880.08	\$ 2,924.10	\$ 4,190.96	\$ 5,680.63
5	\$ 700.92	\$ 1,295.69	\$ 2,266.55	\$ 3,488.02	\$ 4,960.16	\$ 6,682.99
6	\$ 829.95	\$ 1,532.60	\$ 2,652.94	\$ 4,051.95	\$ 5,729.40	\$ 7,685.38
7	\$ 959.02	\$ 1,769.46	\$ 3,039.48	\$ 4,615.85	\$ 6,498.59	\$ 8,687.72
8	\$ 1,088.02	\$ 2,006.35	\$ 3,425.95	\$ 5,179.77	\$ 7,267.82	\$ 9,690.12
9	\$ 1,217.09	\$ 2,243.21	\$ 3,812.39	\$ 5,743.67	\$ 8,036.16	\$ 10,692.48
10	\$ 1,346.13	\$ 2,480.04	\$ 4,198.86	\$ 6,307.58	\$ 8,807.57	\$ 11,694.86

WEEKLY SERVICE - THREE (3) CUBIC YARD CONTAINER

# OF CONTAINERS	1 X WK	2 X WK	3 X WK	4 X WK	5 X WK	6 X WK
1	\$ 235.23	\$ 445.73	\$ 865.06	\$ 1,423.66	\$ 2,121.54	\$ 2,958.70
2	\$ 414.76	\$ 779.99	\$ 1,395.89	\$ 2,178.89	\$ 3,129.03	\$ 4,246.29
3	\$ 594.29	\$ 1,114.30	\$ 1,926.73	\$ 2,934.15	\$ 4,136.51	\$ 5,533.87
4	\$ 773.76	\$ 1,448.57	\$ 2,457.55	\$ 3,689.37	\$ 5,144.01	\$ 6,821.46
5	\$ 953.30	\$ 1,782.87	\$ 2,988.40	\$ 4,444.64	\$ 6,151.54	\$ 8,109.06
6	\$ 1,132.84	\$ 2,117.12	\$ 3,519.22	\$ 5,199.85	\$ 7,158.98	\$ 9,396.64
7	\$ 1,312.33	\$ 2,451.01	\$ 4,050.06	\$ 5,955.07	\$ 8,166.45	\$ 10,684.25
8	\$ 1,491.85	\$ 2,785.68	\$ 4,580.90	\$ 6,710.32	\$ 9,173.98	\$ 11,971.83
9	\$ 1,671.36	\$ 3,120.01	\$ 5,111.75	\$ 7,465.54	\$ 10,181.44	\$ 13,259.43
10	\$ 1,850.88	\$ 3,454.28	\$ 5,642.57	\$ 8,220.79	\$ 11,188.91	\$ 14,546.97

WEEKLY SERVICE - FOUR (4) CUBIC YARD CONTAINER

# OF CONTAINERS	1 X WK	2 X WK	3 X WK	4 X WK	5 X WK	6 X WK
1	\$ 285.74	\$ 543.13	\$ 1,009.45	\$ 1,615.03	\$ 2,359.84	\$ 3,243.93
2	\$ 515.72	\$ 974.85	\$ 1,684.64	\$ 2,561.55	\$ 3,605.60	\$ 4,816.75
3	\$ 745.71	\$ 1,406.61	\$ 2,359.87	\$ 3,508.16	\$ 4,851.36	\$ 6,389.57
4	\$ 975.73	\$ 1,838.32	\$ 3,035.09	\$ 4,454.73	\$ 6,097.16	\$ 7,962.34
5	\$ 1,205.70	\$ 2,270.03	\$ 3,710.30	\$ 5,401.28	\$ 7,342.93	\$ 9,535.21
6	\$ 1,435.74	\$ 2,701.76	\$ 4,385.55	\$ 6,347.85	\$ 8,588.66	\$ 11,108.00
7	\$ 1,665.76	\$ 3,133.51	\$ 5,060.78	\$ 7,294.43	\$ 9,834.40	\$ 12,680.81
8	\$ 1,895.79	\$ 3,565.22	\$ 5,735.98	\$ 8,240.97	\$ 11,080.18	\$ 14,253.64
9	\$ 2,125.76	\$ 3,996.94	\$ 6,411.20	\$ 9,187.56	\$ 12,325.98	\$ 15,826.46
10	\$ 2,355.82	\$ 4,428.67	\$ 7,086.38	\$ 10,134.09	\$ 13,571.73	\$ 17,399.26

WEEKLY SERVICE - FIVE (5) CUBIC YARD CONTAINER

# OF CONTAINERS	1 X WK	2 X WK	3 X WK	4 X WK	5 X WK	6 X WK
1	\$ 336.20	\$ 640.59	\$ 1,153.83	\$ 1,806.31	\$ 2,598.14	\$ 3,529.14
2	\$ 616.71	\$ 1,169.71	\$ 1,973.46	\$ 2,944.25	\$ 4,082.15	\$ 5,387.16
3	\$ 897.17	\$ 1,698.89	\$ 2,793.05	\$ 4,082.13	\$ 5,566.21	\$ 7,245.25
4	\$ 1,177.66	\$ 2,228.05	\$ 3,612.66	\$ 5,220.03	\$ 7,050.25	\$ 9,103.31
5	\$ 1,458.21	\$ 2,757.23	\$ 4,432.22	\$ 6,357.94	\$ 8,534.28	\$ 10,961.35
6	\$ 1,738.67	\$ 3,286.37	\$ 5,251.86	\$ 7,495.81	\$ 10,018.36	\$ 12,819.36
7	\$ 2,019.21	\$ 3,815.52	\$ 6,071.45	\$ 8,633.75	\$ 11,502.39	\$ 14,677.39
8	\$ 2,299.67	\$ 4,344.68	\$ 6,891.07	\$ 9,771.64	\$ 12,986.41	\$ 16,535.46
9	\$ 2,580.21	\$ 4,873.86	\$ 7,710.64	\$ 10,909.54	\$ 14,470.49	\$ 18,393.49
10	\$ 2,860.69	\$ 5,403.03	\$ 8,530.26	\$ 12,047.42	\$ 15,954.49	\$ 20,251.54

WEEKLY SERVICE - SIX (6) CUBIC YARD CONTAINER

# OF CONTAINERS	1 X WK	2 X WK	3 X WK	4 X WK	5 X WK	6 X WK
1	\$ 386.66	\$ 738.00	\$ 1,298.23	\$ 1,997.67	\$ 2,836.39	\$ 3,814.40
2	\$ 717.64	\$ 1,364.58	\$ 2,262.18	\$ 3,326.88	\$ 4,558.72	\$ 5,957.63
3	\$ 1,048.63	\$ 1,991.15	\$ 3,226.18	\$ 4,656.11	\$ 6,280.99	\$ 8,100.91
4	\$ 1,379.60	\$ 2,617.73	\$ 4,190.11	\$ 5,985.31	\$ 8,003.33	\$ 10,244.14
5	\$ 1,710.58	\$ 3,244.29	\$ 5,154.09	\$ 7,314.53	\$ 9,725.62	\$ 12,387.41
6	\$ 2,041.55	\$ 3,870.95	\$ 6,118.09	\$ 8,643.75	\$ 11,447.94	\$ 14,530.67
7	\$ 2,372.51	\$ 4,497.53	\$ 7,082.03	\$ 9,972.96	\$ 13,170.27	\$ 16,673.92
8	\$ 2,703.46	\$ 5,124.11	\$ 8,046.02	\$ 11,302.20	\$ 14,892.55	\$ 18,817.16
9	\$ 3,034.45	\$ 5,750.66	\$ 9,010.03	\$ 12,631.41	\$ 16,614.88	\$ 20,960.43
10	\$ 3,365.47	\$ 6,377.25	\$ 9,973.97	\$ 13,960.62	\$ 18,337.18	\$ 23,103.72



CITY OF LODI
10 TO 50 CUBIC YARD CONTAINERS
RATE STRUCTURE
EFFECTIVE APRIL 1, 2013 THROUGH MARCH 31, 2014

	CURRENT RATES	NEW RATES
<u>PERMANENT HIGH FREQUENCY ROLL-OFF RATES</u>		
1. Drop-off and Pick-up Charge Per Box	\$ 164.31	\$ 168.23
2. Weighed Tons Disposed/Box X Processing Charge	\$ 37.00	\$ 37.88
3. Franchise Fee (4.8% of 1+2)	\$ -	\$ -
TOTAL BILL (1+2+3)	<div></div>	

<u>ONE-TIME TEMPORARY USER ROLL-OFF RATES</u>		
1. Drop/off/Pick-up Charge Per Box	\$ 208.52	\$ 213.50
2. Tons Disposed/Box X Processing Charge (Average of five (5) tons charged per Box)	\$ 36.14	\$ 37.00
3. Franchise Fee (4.8% of 1+2)	\$ -	\$ -
TOTAL BILL (1+2+3)	<div></div>	



CITY OF LODI
10 TO 50 CUBIC YARD ROLL OFF* CONTAINERS
COMPACTOR RATE STRUCTURE
EFFECTIVE APRIL 1, 2013 THROUGH MARCH 31, 2014

CURRENT RATES	NEW RATES
------------------	-----------

TEMPORARY OR PERMANENT COMMERCIAL COMPACTOR RATES

1. Drop/off/Pick-up Charge Per Box	\$	286.08	\$	292.91
2. Tons Disposed/Box X Processing Charge	\$	37.00	\$	37.88
3. Franchise Fee (4.8% of 1+2)	\$	-	\$	-

TOTAL BILL (1+2+3)

* This charge will be applied to loads that are serviced by "Roll Off" vehicles.

* This charge will be applied per load to self contained compaction containers or containers that attach to a charging unit for the purpose of compaction in sizes on or about 10 to 50 cubic yards.



*Please immediately confirm receipt
of this fax by calling 333-6702*

CITY OF LODI
P. O. BOX 3006
LODI, CALIFORNIA 95241-1910

ADVERTISING INSTRUCTIONS

**SUBJECT: PUBLIC HEARING TO CONSIDER RESOLUTION APPROVING
CONTRACTUAL CONSUMER PRICE INDEX BASED ANNUAL
ADJUSTMENT TO RATES FOR SOLID WASTE COLLECTION**

PUBLISH DATE: SATURDAY, FEBRUARY 23, 2013

LEGAL AD

TEAR SHEETS WANTED: One (1) please

**SEND AFFIDAVIT AND BILL TO:
LNS ACCT. #0510052**

RANDI JOHL, CITY CLERK
City of Lodi
P.O. Box 3006
Lodi, CA 95241-1910

DATED: THURSDAY, FEBRUARY 21, 2013

**ORDERED BY: RANDI JOHL
CITY CLERK**


JENNIFER M. ROBISON, CMC
ASSISTANT CITY CLERK

MARIA BECERRA
ADMINISTRATIVE CLERK

Verify Appearance of this Legal in the Newspaper – Copy to File

LNS Faxed to the Sentinel at 369-1084 at _____(time) on _____(date) _____(pages)
Phoned to confirm receipt of all pages at _____(time) _____CF _____MB _____JMR (initials)



DECLARATION OF POSTING

PUBLIC HEARING TO CONSIDER RESOLUTION APPROVING CONTRACTUAL CONSUMER PRICE INDEX BASED ANNUAL ADJUSTMENT TO RATES FOR SOLID WASTE COLLECTION

On Thursday, February 21, 2013, in the City of Lodi, San Joaquin County, California, a Notice of Public Hearing to consider resolution approving contractual Consumer Price Index based annual adjustment to rates for solid waste collection (attached and marked as Exhibit A) was posted at the following locations:


Lodi Public Library
Lodi City Clerk's Office
Lodi City Hall Lobby
Lodi Carnegie Forum

I declare under penalty of perjury that the foregoing is true and correct.

Executed on February 21, 2013, at Lodi, California.

ORDERED BY:

**RANDI JOHL
CITY CLERK**


JENNIFER M. ROBISON, CMC
ASSISTANT CITY CLERK

MARIA BECERRA
ADMINISTRATIVE CLERK



CITY OF LODI

Carnegie Forum
305 West Pine Street, Lodi

NOTICE OF PUBLIC HEARING

Date: March 20, 2013

Time: 7:00 p.m.

For information regarding this notice please contact:

Randi Johl,
City Clerk

Telephone: (209) 333-6702

EXHIBIT A

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on **Wednesday, March 20, 2013**, at the hour of 7:00 p.m., or as soon thereafter as the matter may be heard, the City Council will conduct a public hearing at the Carnegie Forum, 305 West Pine Street, Lodi, to consider the following matter:

- a) **Resolution approving contractual Consumer Price Index based annual adjustment to rates for solid waste collection (as identified on the attached Exhibit A).**

Information regarding this item may be obtained in the Public Works Department, 221 West Pine Street, Lodi, (209) 333-6706. All interested persons are invited to present their views and comments on this matter. Written statements may be filed with the City Clerk, City Hall, 221 West Pine Street, 2nd Floor, Lodi, 95240, at any time prior to the hearing scheduled herein, and oral statements may be made at said hearing.

If you challenge the subject matter in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice or in written correspondence delivered to the City Clerk, 221 West Pine Street, at or prior to the close of the public hearing.

By Order of the Lodi City Council:

Randi Johl
City Clerk

Dated: February 20, 2013

Approved as to form:

D. Stephen Schwabauer
City Attorney

**EXHIBIT A**

CITY OF LODI
MULTI-CART CURBSIDE REFUSE RATES
EFFECTIVE APRIL 1, 2013 THROUGH MARCH 31, 2014

	Current Rate Per Month	New Rate Per Month
1. 35 GALLON REFUSE CART 1X PER WEEK		
1 Refuse Cart	\$23.70	\$24.27
2 Refuse Carts	\$59.20	\$60.61
3 Refuse Carts	\$94.74	\$97.00
4 Refuse Carts	\$130.30	\$133.41
2. 64 GALLON REFUSE CART 1X PER WEEK		
1 Refuse Cart	\$35.65	\$36.50
2 Refuse Carts	\$89.07	\$91.20
3 Refuse Carts	\$142.48	\$145.88
3. 96 GALLON WASTE CART 1X PER WEEK		
1 Refuse Cart	\$77.71	\$79.56
2 Refuse Carts	\$155.43	\$159.14
3 Refuse Carts	\$233.14	\$238.70
4. DUPLEX AND MULTI-FAMILY, AND MOBILE HOMES		
Monthly rate is reduced one (1) dollar from above base rates	-\$1.00	-\$1.00
5. LOW VOLUME USER 1X PER WEEK****		
One (1) - 20 Gallon Low Volume Refuse Cart	\$16.13	\$16.51
7. ADDITIONAL 64 GALLON RECYCLING CARTS		
Second and Third Recycling Cart	No Add'l Charge	No Add'l Charge
Fourth and Each Additional Cart	\$12.77	\$13.07
8. ADDITIONAL 96 GALLON YARD AND GARDEN CARTS		
Second and Third Yard and Garden Cart	No Add'l Charge	No Add'l Charge
Fourth and Each Additional Yard and Garden Cart	\$12.77	\$13.07
9. BACK YARD SERVICE****		
Monthly service charge	\$13.12	\$13.43
Qualified Disabled	No Add'l Charge	No Add'l Charge

Notes:

****Applies to Single Family Dwellings Only



CITY OF LODI
CONTAINER RATES
EFFECTIVE APRIL 1, 2013 THROUGH MARCH 31, 2014

WEEKLY SERVICE - ONE (1) CUBIC YARD CONTAINER

# OF CONTAINERS	1 X WK	2 X WK	3 X WK	4 X WK	5 X WK	6 X WK
1	\$ 126.82	\$ 235.92	\$ 540.58	\$ 975.61	\$ 1,540.98	\$ 2,236.72
2	\$ 201.49	\$ 367.61	\$ 768.33	\$ 1,325.52	\$ 2,039.14	\$ 2,909.18
3	\$ 276.15	\$ 499.23	\$ 996.06	\$ 1,675.42	\$ 2,537.25	\$ 3,581.60
4	\$ 350.78	\$ 630.86	\$ 1,223.80	\$ 2,025.30	\$ 3,035.39	\$ 4,254.08
5	\$ 425.47	\$ 762.51	\$ 1,451.54	\$ 2,375.23	\$ 3,533.55	\$ 4,926.48
6	\$ 500.12	\$ 894.15	\$ 1,679.25	\$ 2,725.16	\$ 4,031.65	\$ 5,598.93
7	\$ 574.80	\$ 1,025.84	\$ 1,907.02	\$ 3,075.03	\$ 4,529.79	\$ 6,271.38
8	\$ 649.43	\$ 1,157.43	\$ 2,134.78	\$ 3,424.88	\$ 5,027.92	\$ 6,943.84
9	\$ 724.10	\$ 1,289.12	\$ 2,362.50	\$ 3,774.83	\$ 5,526.10	\$ 7,616.28
10	\$ 798.80	\$ 1,420.77	\$ 2,590.23	\$ 4,124.73	\$ 6,024.21	\$ 8,288.69

WEEKLY SERVICE - TWO (2) CUBIC YARD CONTAINER

# OF CONTAINERS	1 X WK	2 X WK	3 X WK	4 X WK	5 X WK	6 X WK
1	\$ 184.80	\$ 348.28	\$ 720.68	\$ 1,232.35	\$ 1,883.30	\$ 2,673.49
2	\$ 313.79	\$ 585.16	\$ 1,107.12	\$ 1,796.26	\$ 2,652.49	\$ 3,675.88
3	\$ 442.84	\$ 822.01	\$ 1,493.65	\$ 2,360.19	\$ 3,421.71	\$ 4,678.24
4	\$ 571.85	\$ 1,058.91	\$ 1,880.08	\$ 2,924.10	\$ 4,190.96	\$ 5,680.63
5	\$ 700.92	\$ 1,295.69	\$ 2,266.55	\$ 3,488.02	\$ 4,960.16	\$ 6,682.99
6	\$ 829.95	\$ 1,532.60	\$ 2,652.94	\$ 4,051.95	\$ 5,729.40	\$ 7,685.38
7	\$ 959.02	\$ 1,769.46	\$ 3,039.48	\$ 4,615.85	\$ 6,498.59	\$ 8,687.72
8	\$ 1,088.02	\$ 2,006.35	\$ 3,425.95	\$ 5,179.77	\$ 7,267.82	\$ 9,690.12
9	\$ 1,217.09	\$ 2,243.21	\$ 3,812.39	\$ 5,743.67	\$ 8,036.16	\$ 10,692.48
10	\$ 1,346.13	\$ 2,480.04	\$ 4,198.86	\$ 6,307.58	\$ 8,807.57	\$ 11,694.86

WEEKLY SERVICE - THREE (3) CUBIC YARD CONTAINER

# OF CONTAINERS	1 X WK	2 X WK	3 X WK	4 X WK	5 X WK	6 X WK
1	\$ 235.23	\$ 445.73	\$ 865.06	\$ 1,423.66	\$ 2,121.54	\$ 2,958.70
2	\$ 414.76	\$ 779.99	\$ 1,395.89	\$ 2,178.89	\$ 3,129.03	\$ 4,246.29
3	\$ 594.29	\$ 1,114.30	\$ 1,926.73	\$ 2,934.15	\$ 4,136.51	\$ 5,533.87
4	\$ 773.76	\$ 1,448.57	\$ 2,457.55	\$ 3,689.37	\$ 5,144.01	\$ 6,821.46
5	\$ 953.30	\$ 1,782.87	\$ 2,988.40	\$ 4,444.64	\$ 6,151.54	\$ 8,109.06
6	\$ 1,132.84	\$ 2,117.12	\$ 3,519.22	\$ 5,199.85	\$ 7,158.98	\$ 9,396.64
7	\$ 1,312.33	\$ 2,451.01	\$ 4,050.06	\$ 5,955.07	\$ 8,166.45	\$ 10,684.25
8	\$ 1,491.85	\$ 2,785.68	\$ 4,580.90	\$ 6,710.32	\$ 9,173.98	\$ 11,971.83
9	\$ 1,671.36	\$ 3,120.01	\$ 5,111.75	\$ 7,465.54	\$ 10,181.44	\$ 13,259.43
10	\$ 1,850.88	\$ 3,454.28	\$ 5,642.57	\$ 8,220.79	\$ 11,188.91	\$ 14,546.97

WEEKLY SERVICE - FOUR (4) CUBIC YARD CONTAINER

# OF CONTAINERS	1 X WK	2 X WK	3 X WK	4 X WK	5 X WK	6 X WK
1	\$ 285.74	\$ 543.13	\$ 1,009.45	\$ 1,615.03	\$ 2,359.84	\$ 3,243.93
2	\$ 515.72	\$ 974.85	\$ 1,684.64	\$ 2,561.55	\$ 3,605.60	\$ 4,816.75
3	\$ 745.71	\$ 1,406.61	\$ 2,359.87	\$ 3,508.16	\$ 4,851.36	\$ 6,389.57
4	\$ 975.73	\$ 1,838.32	\$ 3,035.09	\$ 4,454.73	\$ 6,097.16	\$ 7,962.34
5	\$ 1,205.70	\$ 2,270.03	\$ 3,710.30	\$ 5,401.28	\$ 7,342.93	\$ 9,535.21
6	\$ 1,435.74	\$ 2,701.76	\$ 4,385.55	\$ 6,347.85	\$ 8,588.66	\$ 11,108.00
7	\$ 1,665.76	\$ 3,133.51	\$ 5,060.78	\$ 7,294.43	\$ 9,834.40	\$ 12,680.81
8	\$ 1,895.79	\$ 3,565.22	\$ 5,735.98	\$ 8,240.97	\$ 11,080.18	\$ 14,253.64
9	\$ 2,125.76	\$ 3,996.94	\$ 6,411.20	\$ 9,187.56	\$ 12,325.98	\$ 15,826.46
10	\$ 2,355.82	\$ 4,428.67	\$ 7,086.38	\$ 10,134.09	\$ 13,571.73	\$ 17,399.26

WEEKLY SERVICE - FIVE (5) CUBIC YARD CONTAINER

# OF CONTAINERS	1 X WK	2 X WK	3 X WK	4 X WK	5 X WK	6 X WK
1	\$ 336.20	\$ 640.59	\$ 1,153.83	\$ 1,806.31	\$ 2,598.14	\$ 3,529.14
2	\$ 616.71	\$ 1,169.71	\$ 1,973.46	\$ 2,944.25	\$ 4,082.15	\$ 5,387.16
3	\$ 897.17	\$ 1,698.89	\$ 2,793.05	\$ 4,082.13	\$ 5,566.21	\$ 7,245.25
4	\$ 1,177.66	\$ 2,228.05	\$ 3,612.66	\$ 5,220.03	\$ 7,050.25	\$ 9,103.31
5	\$ 1,458.21	\$ 2,757.23	\$ 4,432.22	\$ 6,357.94	\$ 8,534.28	\$ 10,961.35
6	\$ 1,738.67	\$ 3,286.37	\$ 5,251.86	\$ 7,495.81	\$ 10,018.36	\$ 12,819.36
7	\$ 2,019.21	\$ 3,815.52	\$ 6,071.45	\$ 8,633.75	\$ 11,502.39	\$ 14,677.39
8	\$ 2,299.67	\$ 4,344.68	\$ 6,891.07	\$ 9,771.64	\$ 12,986.41	\$ 16,535.46
9	\$ 2,580.21	\$ 4,873.86	\$ 7,710.64	\$ 10,909.54	\$ 14,470.49	\$ 18,393.49
10	\$ 2,860.69	\$ 5,403.03	\$ 8,530.26	\$ 12,047.42	\$ 15,954.49	\$ 20,251.54

WEEKLY SERVICE - SIX (6) CUBIC YARD CONTAINER

# OF CONTAINERS	1 X WK	2 X WK	3 X WK	4 X WK	5 X WK	6 X WK
1	\$ 386.66	\$ 738.00	\$ 1,298.23	\$ 1,997.67	\$ 2,836.39	\$ 3,814.40
2	\$ 717.64	\$ 1,364.58	\$ 2,262.18	\$ 3,326.88	\$ 4,558.72	\$ 5,957.63
3	\$ 1,048.63	\$ 1,991.15	\$ 3,226.18	\$ 4,656.11	\$ 6,280.99	\$ 8,100.91
4	\$ 1,379.60	\$ 2,617.73	\$ 4,190.11	\$ 5,985.31	\$ 8,003.33	\$ 10,244.14
5	\$ 1,710.58	\$ 3,244.29	\$ 5,154.09	\$ 7,314.53	\$ 9,725.62	\$ 12,387.41
6	\$ 2,041.55	\$ 3,870.95	\$ 6,118.09	\$ 8,643.75	\$ 11,447.94	\$ 14,530.67
7	\$ 2,372.51	\$ 4,497.53	\$ 7,082.03	\$ 9,972.96	\$ 13,170.27	\$ 16,673.92
8	\$ 2,703.46	\$ 5,124.11	\$ 8,046.02	\$ 11,302.20	\$ 14,892.55	\$ 18,817.16
9	\$ 3,034.45	\$ 5,750.66	\$ 9,010.03	\$ 12,631.41	\$ 16,614.88	\$ 20,960.43
10	\$ 3,365.47	\$ 6,377.25	\$ 9,973.97	\$ 13,960.62	\$ 18,337.18	\$ 23,103.72



CITY OF LODI
10 TO 50 CUBIC YARD CONTAINERS
RATE STRUCTURE
EFFECTIVE APRIL 1, 2013 THROUGH MARCH 31, 2014

PERMANENT HIGH FREQUENCY ROLL-OFF RATES

	CURRENT RATES	NEW RATES
1. Drop-off and Pick-up Charge Per Box	\$ 164.31	\$ 168.23
2. Weighed Tons Disposed/Box X Processing Charge	\$ 37.00	\$ 37.88
3. Franchise Fee (4.8% of 1+2)	\$ -	\$ -

TOTAL BILL (1+2+3)

ONE-TIME TEMPORARY USER ROLL-OFF RATES

1. Drop-off/Pick-up Charge Per Box	\$ 208.52	\$ 213.50
2. Tons Disposed/Box X Processing Charge (Average of five (5) tons charged per Box)	\$ 36.14	\$ 37.00
3. Franchise Fee (4.8% of 1+2)	\$ -	\$ -

TOTAL BILL (1+2+3)



CITY OF LODI
10 TO 50 CUBIC YARD ROLL OFF* CONTAINERS
COMPACTOR RATE STRUCTURE
EFFECTIVE APRIL 1, 2013 THROUGH MARCH 31, 2014

CURRENT RATES	NEW RATES
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TEMPORARY OR PERMANENT COMMERCIAL COMPACTOR RATES

1. Drop/off/Pick-up Charge Per Box	\$	286.08	\$	292.91
2. Tons Disposed/Box X Processing Charge	\$	37.00	\$	37.88
3. Franchise Fee (4.8% of 1+2)	\$	-	\$	-

TOTAL BILL (1+2+3)

* This charge will be applied to loads that are serviced by "Roll Off" vehicles.

* This charge will be applied per load to self contained compaction containers or containers that attach to a charging unit for the purpose of compaction in sizes on or about 10 to 50 cubic yards.



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Public Hearing to Consider Introducing an Ordinance Amending Lodi Municipal Code Chapter 13.20 – Electrical Service – by Repealing and Reenacting Section 13.20.315, “Schedule EDR – Economic Development Rate” - In Its Entirety

MEETING DATE: March 20, 2013

PREPARED BY: Electric Utility Director

RECOMMENDED ACTION: Public hearing to consider introducing an ordinance amending Lodi Municipal Code Chapter 13.20 – Electrical Service – by repealing and reenacting Section 13.20.315, “Schedule EDR – Economic Development Rate” - in its entirety.

BACKGROUND INFORMATION: For the past 18 months, the City of Lodi has offered a pair of electric rate discounts: New Business and New Jobs. Year-to-date, 22 customers have signed up to receive one of the two rate discounts.

As of February 1, 2013, this has resulted in a total savings of approximately \$346,000 for the participating businesses.

Both of these rate discounts expire on June 30, 2013. Staff is recommending that both rate discounts, which serve as excellent economic development tools for the City of Lodi, be extended from July 1, 2013 to June 30, 2015 under the following guidelines:

New Business Rate Discount: provided for 12 consecutive months; all new businesses assigned to the G2, G3, G4, G5, or I1 electric rate will receive a 5% discount per month; all new businesses assigned to the G1 electric rate will receive a “flat monthly credit” of \$25 per month.

New Jobs Rate Discount: provided for 12 consecutive months; all new hires must be new, full-time positions; there is a maximum 8% rate discount available, and the discount is provided in “bands” as shown below:

<i>Number of New, Full-Time Employees</i>	<i>Percentage Discount</i>
1-3	2%
4-6	4%
7-9	6%
10+	8%

FISCAL IMPACT: From July 1, 2011 to February 1, 2013, the discounts have totaled \$346,000. It is anticipated that the total discount will exceed \$400,000 by June 30, 2013. The magnitude of the financial impact for the proposed July 2013 to June 2015 rate discounts will be dependent upon the total number of participants.

FUNDING: Not applicable.

APPROVED: _____
Konradt Bartlam, City Manager

Elizabeth A. Kirkley
Electric Utility Director

PREPARED BY: Rob Lechner, Business Development Manager

EAK/RSL/lst



CITY OF LODI

ELECTRIC UTILITY DEPARTMENT

SCHEDULE EDR

ECONOMIC DEVELOPMENT RATES

APPLICABILITY:

- A. New Business Rate Discount. NBR discount, applicable to any new commercial or industrial customer that locates their operations/business that receives electric utility service from the city of Lodi, with the following stipulations: a customer assigned to the G1 electric utility rate shall receive a discount for twelve consecutive months of \$25 per month; and, customers assigned to the G2, G3, G4, G5, or I1 electric utility rate shall receive a discount for twelve consecutive months of five percent; and

This discount may not be combined with any other electric discount or rate and shall only apply to the base rate. Surcharges including but not limited to the California Energy Commission fee, solar surcharge, public benefits charge, state energy tax, and other assessments or charges after the date of this rate schedule shall not be subject to this discount.

- B. New Jobs Rate Discount. NJR discount, applicable to any commercial or industrial customer that adds a minimum of one full-time position, and retains that position for at least twelve consecutive months, with the following stipulation: a two percent discount for one to three new positions; four percent for four to six new positions; six percent for seven to nine positions; and eight percent for ten or more new positions. The maximum discount available is eight percent; all discounts are available for twelve consecutive months; and

This discount may not be combined with any other electric discount or rate and shall only apply to the base rate. Surcharges including but not limited to the California Energy Commission fee, solar surcharge, public benefits charge, state energy tax, and other assessments or charges after the date of this rate schedule shall not be subject to this discount.

- C. The Rate Schedules referenced above shall be effective on applicable electric utility billings prepared by the City of Lodi on or after July 1, 2013 and said utility rate discounts shall expire on June 30, 2015.

ORDINANCE NO. _____

AN ORDINANCE OF THE LODI CITY COUNCIL
AMENDING LODI MUNICIPAL CODE CHAPTER 13.20 –
ELECTRICAL SERVICE – BY REPEALING AND
REENACTING SECTION 13.20.315, “SCHEDULE EDR –
ECONOMIC DEVELOPMENT RATE – IN ITS ENTIRETY

=====

BE IT ORDAINED BY THE LODI CITY COUNCIL AS FOLLOWS:

SECTION 1. Lodi Municipal Code Section 13.20.315, “Schedule EDR – Economic Development Rate,” is hereby repealed and reenacted in its entirety to read as follows:

APPLICABILITY:

- A. New Business Rate Discount. NBR discount, applicable to any new commercial or industrial customer that locates their operations/business that receives electric utility service from the City of Lodi, with the following stipulations: a customer assigned to the G1 electric utility rate shall receive a discount for twelve consecutive months of \$25 per month; and, customers assigned to the G2, G3, G4, G5, or I1 electric utility rate shall receive a discount for twelve consecutive months of five percent; and this rate discount may not be combined with any other electric discount or rate and shall only apply to the base rate. Surcharges including, but not limited to, the California Energy Commission fee, solar surcharge, public benefits charge, state energy tax, and other assessments or charges after the date of this rate schedule shall not be subject to this discount.
- B. New Jobs Rate Discount. NJR discount, applicable to any commercial or industrial customer that adds a minimum of one full-time position, and retains that position for at least twelve consecutive months, with the following stipulation: a two percent discount for one to three new positions; four percent for four to six new positions; six percent for seven to nine positions; and eight percent for ten or more new positions. The maximum discount available is eight percent; all discounts are available for twelve consecutive months; and this rate discount may not be combined with any other electric discount or rate and shall only apply to the base rate. Surcharges including, but not limited to, the California Energy Commission fee, solar surcharge, public benefits charge, state energy tax, and other assessments or charges after the date of this rate schedule shall not be subject to this discount.
- C. The Rate Schedules referenced above shall be effective on applicable electric utility billings prepared by the City of Lodi on or after July 1, 2013 and said utility rate discounts shall expire on June 30, 2015.

SECTION 2. No Mandatory Duty of Care. This ordinance is not intended to and shall not be construed or given effect in a manner which imposes upon the City, or any officer or employee thereof, a mandatory duty of care towards persons or property within the City or outside of the City so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

SECTION 3. Severability. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or

application. To this end, the provisions of this ordinance are severable. The City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof.

SECTION 4. All ordinances and parts of ordinances in conflict herewith are repealed insofar as such conflict may exist.

SECTION 5. This ordinance shall be published pursuant to law and shall become effective 30 days from the date of passage and adoption.

Approved this ____ day of _____, 2013

ALAN NAKANISHI
MAYOR

ATTEST:

RANDI JOHL
City Clerk

State of California
County of San Joaquin, ss.

I, Randi Johl, City Clerk of the City of Lodi, do hereby certify that Ordinance No. ____ was introduced at a regular meeting of the City Council of the City of Lodi held March 20, 2013, and was thereafter passed, adopted, and ordered to print at a regular meeting of said Council held _____, 2013, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

I further certify that Ordinance No. ____ was approved and signed by the Mayor on the date of its passage and the same has been published pursuant to law.

RANDI JOHL
City Clerk

Approved to Form:

D. STEPHEN SCHWABAUER
City Attorney



*Please immediately confirm receipt
of this fax by calling 333-6702*

CITY OF LODI
P. O. BOX 3006
LODI, CALIFORNIA 95241-1910

ADVERTISING INSTRUCTIONS

SUBJECT: PUBLIC HEARING TO CONSIDER EXTENDING THE ECONOMIC
DEVELOPMENT RATES

PUBLISH DATE: SATURDAY, MARCH 9, 2013

LEGAL AD

TEAR SHEETS WANTED: One (1) please


SEND AFFIDAVIT AND BILL TO:
LNS ACCT. #0510052

RANDI JOHL, CITY CLERK
City of Lodi
P.O. Box 3006
Lodi, CA 95241-1910

DATED: THURSDAY, MARCH 7, 2013

ORDERED BY:

RANDI JOHL
CITY CLERK


JENNIFER M. ROBISON, CMC
ASSISTANT CITY CLERK

MARIA DITMORE
ADMINISTRATIVE CLERK

Verify Appearance of this Legal in the Newspaper – Copy to File

LNS	Faxed to the Sentinel at 369-1084 at _____ (time) on _____ (date) _____ (pages)
	Phoned to confirm receipt of all pages at _____ (time) _____ JMR _____ MB (initials)



DECLARATION OF POSTING

PUBLIC HEARING TO CONSIDER EXTENDING THE ECONOMIC DEVELOPMENT RATES

On Thursday, March 7, 2013, in the City of Lodi, San Joaquin County, California, a Notice of Public Hearing to consider extending the economic development rates (attached and marked as Exhibit A) was posted at the following locations:

Lodi Public Library
Lodi City Clerk's Office
Lodi City Hall Lobby
Lodi Carnegie Forum

I declare under penalty of perjury that the foregoing is true and correct.

Executed on March 7, 2013, at Lodi, California.

ORDERED BY:

**RANDI JOHL
CITY CLERK**


JENNIFER M. ROBISON, CMC
ASSISTANT CITY CLERK

MARIA DITMORE
ADMINISTRATIVE CLERK



CITY OF LODI

Carnegie Forum
305 West Pine Street, Lodi

NOTICE OF PUBLIC HEARING

Date: March 20, 2013

Time: 7:00 p.m.

For information regarding this notice please contact:

Randi Johl

City Clerk

Telephone: (209) 333-6702

EXHIBIT A

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on **Wednesday, March 20, 2013**, at the hour of 7:00 p.m., or as soon thereafter as the matter may be heard, the City Council will conduct a public hearing at the Carnegie Forum, 305 West Pine Street, Lodi, to consider the following matter:

a) Extending the economic development rates.

Information regarding this item may be obtained in the Electric Utility Department, 1331 South Ham Lane, Lodi, (209) 333-6762. All interested persons are invited to present their views and comments on this matter. Written statements may be filed with the City Clerk, City Hall, 221 West Pine Street, 2nd Floor, Lodi, 95240, at any time prior to the hearing scheduled herein, and oral statements may be made at said hearing.

If you challenge the subject matter in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice or in written correspondence delivered to the City Clerk, 221 West Pine Street, at or prior to the close of the public hearing.

By Order of the Lodi City Council:

Randi Johl
City Clerk

Dated: March 6, 2013

Approved as to form:

D. Stephen Schwabauer
City Attorney



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Public Hearing to Consider Introducing an Ordinance Amending Lodi Municipal Code Chapter 13.20. – Electrical Service – by Adding Section 13.20.325 “Schedule EV” Electric Vehicle Pilot Charging Rate

MEETING DATE: March 20, 2013

PREPARED BY: Electric Utility Director

RECOMMENDED ACTION: Public hearing to consider introducing an ordinance amending Lodi Municipal Code Chapter 13.20. – Electrical Service – by adding section 13.20.325 “Schedule EV” Electric Vehicle Pilot Charging Rate.

BACKGROUND INFORMATION: Staff is recommending the creation and implementation of the Lodi Electric Vehicle Pilot Charging Rate. This rate would be provided to residential customers who own, operate and store an electric vehicle at their Lodi residential properties. The purpose of this new rate is to encourage the electric vehicle marketplace in the Lodi community, reward customers for the ownership of these “zero emission” vehicles, and reduce peak hour charging.

The proposed rate is \$0.10427/kilowatt hour, and this rate is offered from 10 p.m. to 6 a.m. Monday through Friday, and 24 hours on weekends and national holidays. In the event a customer opts to charge his/her electric vehicle between 6 a.m. and 10 p.m., the electric rate will be \$0.33/kilowatt hour. A separate electric meter will be required in order for the customer to achieve this electric vehicle charging rate. The proposed “Schedule EV” is attached for reference.

There are growing concerns in the electric utility industry regarding the impact electric vehicles will have on local electric distribution systems. The concern stems from the potential of customers over-loading certain electric transformers by charging their electric vehicles during peak energy usage times. By providing a rate incentive for off-peak recharging, the utility will potentially experience less stress on the distribution system during times when energy is in its greatest demand.

Although this proposed electric vehicle rate is not mandated by the State of California, numerous municipal and investor-owned electric service providers are investigating the implementation of a similar rate, *or*, have already implemented such a rate (Azusa Water & Power, Los Angeles Water & Power Department, Pacific Gas & Electric Company, and Sacramento Municipal Utility District).

This new rate would be offered as a pilot, from July 1, 2013 to June 30, 2015.

FISCAL IMPACT: The magnitude of the financial impact for the proposed Lodi Electric Vehicle Charging Rate will be dependent upon the total number of participants.

FUNDING: Not applicable.

APPROVED: _____
Konradt Bartlam, City Manager

Elizabeth A. Kirkley
Electric Utility Director

PREPARED BY: Rob Lechner, Business Development Manager

EAK/RSL/lst



CITY OF LODI

ELECTRIC UTILITY DEPARTMENT

SCHEDULE EV

ELECTRIC VEHICLE CHARGING SERVICE

APPLICABILITY:

This schedule is applicable to single-phase electric vehicle charging service in single-family and multi-family dwellings separately metered by the City of Lodi. This schedule shall only be available to customers who purchase and install a separate electric meter dedicated to an electric vehicle charging station.

This Schedule EV may not be combined with any other electric rate or rate discount and all surcharges, including, but not limited to the California Energy Commission fee, solar surcharge, public benefits charge, state energy tax, and other assessments or charges after the date of this rate schedule shall be in addition to this rate schedule.

The Rate Schedule referenced above shall be effective on applicable electric utility billings prepared by the City of Lodi on or after July 1, 2013 and said utility rate discounts shall expire on June 30, 2015.

RATES:

Minimum Charge.....\$5.00

EV Charging period (per kWh)	\$0.10427
Non-EV Charging period (per kWh)	\$0.33000

ENERGY COST ADJUSTMENT (ECA):

An energy cost adjustment shall be included in each bill for service as provided in Section 13.20.175 Schedule ECA – Energy Cost Adjustment.

BILLING CYCLE CHARGE (MONTHLY BILL):

The billing cycle charge is the higher of the sum of the Minimum Charge and the ECA or the sum of the Energy Charge and the ECA.

DEFINITION OF TIME PERIODS:

Times of the day are defined as follows:

EV Charging Period: 10:00 p.m. to 6:00 a.m. Monday through Friday (including City observed holidays and weekends)

Non-EV Charging Period: 6:00 a.m. to 10:00 p.m. Monday through Friday (excluding City observed holidays)

ORDINANCE NO. _____

AN ORDINANCE OF THE LODI CITY COUNCIL AMENDING
LODI MUNICIPAL CODE CHAPTER 13.20 – ELECTRICAL
SERVICE – BY ADDING SECTION 13.20.325 “SCHEDULE
EV” ELECTRIC VEHICLE PILOT CHARGING RATE

=====

BE IT ORDAINED BY THE LODI CITY COUNCIL AS FOLLOWS:

SECTION 1. Lodi Municipal Code Section 13.20.325. "Schedule EV" Electric Vehicle Pilot Charging Rate," is hereby added to read as follows:

APPLICABILITY:

This schedule is applicable to all single-phase electric vehicle charging service in single-family and multi-family dwellings separately metered by the City of Lodi. This schedule shall only be available to customers who purchase and install a separate electric meter dedicated to an electric vehicle charging station.

The minimum charge is \$5.00. Between the hours of 10:00 pm to 6:00am Monday through Friday (excluding City observed holidays) the charge for a meter dedicated exclusively to charging electric vehicles shall be a flat rate of \$0.10427/kWh plus the ECA set forth in Section 13.20.175 of this Code ("ECA"). At all other times, the charge shall be a flat rate of \$0.33000/kWh plus the ECA.

This Schedule EV may not be combined with any other electric rate or rate discount and all surcharges, including, but not limited to the California Energy Commission fee, solar surcharge, public benefits charge, state energy tax, and other assessments or charges after the date of this rate schedule shall be in addition to this rate schedule.

The Rate Schedule referenced above shall be effective on applicable electric utility billings prepared by the City of Lodi on or after July 1, 2013 and said utility rate discounts shall expire on June 30, 2015.

SECTION 2. No Mandatory Duty of Care. This ordinance is not intended to and shall not be construed or given effect in a manner which imposes upon the City, or any officer or employee thereof, a mandatory duty of care towards persons or property within the City or outside of the City so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

SECTION 3. Severability. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application. To this end, the provisions of this ordinance are severable. The City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof.

SECTION 4. All ordinances and parts of ordinances in conflict herewith are repealed insofar as such conflict may exist.

SECTION 5. This ordinance shall be published pursuant to law and shall become effective 30 days from the date of passage and adoption.

2013

Approved this ____ day of _____,

ALAN NAKANISHI
MAYOR

ATTEST:

RANDI JOHL
City Clerk

State of California
County of San Joaquin, ss.

I, Randi Johl, City Clerk of the City of Lodi, do hereby certify that Ordinance No. ____ was introduced at a regular meeting of the City Council of the City of Lodi held March 20, 2013, and was thereafter passed, adopted, and ordered to print at a regular meeting of said Council held _____, 2013, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

I further certify that Ordinance No. ____ was approved and signed by the Mayor on the date of its passage and the same has been published pursuant to law.

RANDI JOHL
City Clerk

Approved to Form:

D. STEPHEN SCHWABAUER
City Attorney



*Please immediately confirm receipt
of this fax by calling 333-6702*

CITY OF LODI
P. O. BOX 3006
LODI, CALIFORNIA 95241-1910

ADVERTISING INSTRUCTIONS

SUBJECT: PUBLIC HEARING TO CONSIDER LODI ELECTRIC VEHICLE PILOT
CHARGING RATE

PUBLISH DATE: SATURDAY, MARCH 9, 2013

LEGAL AD

TEAR SHEETS WANTED: Three (3) please

SEND AFFIDAVIT AND BILL TO:
LNS ACCT. #0510052

RANDI JOHL, CITY CLERK
City of Lodi
P.O. Box 3006
Lodi, CA 95241-1910

DATED: THURSDAY, MARCH 7, 2013

ORDERED BY:

RANDI JOHL
CITY CLERK


JENNIFER M. ROBISON, CMC
ASSISTANT CITY CLERK

MARIA DITMORE
ADMINISTRATIVE CLERK

Verify Appearance of this Legal in the Newspaper – Copy to File

Faxed to the Sentinel at 369-1084 at _____(time) on _____(date) _____(pages)
LNS _____ Phoned to confirm receipt of all pages at _____(time) _____JMR _____MB (initials)



DECLARATION OF POSTING

PUBLIC HEARING TO CONSIDER LODI ELECTRIC VEHICLE PILOT CHARGING RATE

On Thursday, March 7, 2013, in the City of Lodi, San Joaquin County, California, a Notice of Public Hearing to consider Lodi Electric Vehicle Pilot Charging Rate (attached and marked as Exhibit A), was posted at the following locations:


Lodi Public Library
Lodi City Clerk's Office
Lodi City Hall Lobby
Lodi Carnegie Forum

I declare under penalty of perjury that the foregoing is true and correct.

Executed on March 7, 2013, at Lodi, California.

ORDERED BY:

**RANDI JOHL
CITY CLERK**


JENNIFER M. ROBISON, CMC
ASSISTANT CITY CLERK

MARIA DITMORE
ADMINISTRATIVE CLERK



CITY OF LODI

Carnegie Forum
305 West Pine Street, Lodi

NOTICE OF PUBLIC HEARING

Date: March 20, 2013

Time: 7:00 p.m.

For information regarding this notice please contact:

Randi Johl

City Clerk

Telephone: (209) 333-6702

EXHIBIT A

NOTICE OF PUBLIC HEARING

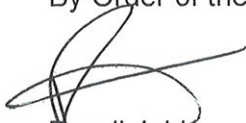
NOTICE IS HEREBY GIVEN that on **Wednesday, March 20, 2013**, at the hour of 7:00 p.m., or as soon thereafter as the matter may be heard, the City Council will conduct a public hearing at the Carnegie Forum, 305 West Pine Street, Lodi, to consider the following matter:

a) Lodi Electric Vehicle Pilot Charging Rate.

Information regarding this item may be obtained in the Electric Utility Department, 1331 South Ham Lane, Lodi, (209) 333-6762. All interested persons are invited to present their views and comments on this matter. Written statements may be filed with the City Clerk, City Hall, 221 West Pine Street, 2nd Floor, Lodi, 95240, at any time prior to the hearing scheduled herein, and oral statements may be made at said hearing.

If you challenge the subject matter in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice or in written correspondence delivered to the City Clerk, 221 West Pine Street, at or prior to the close of the public hearing.

By Order of the Lodi City Council:


Randi Johl
City Clerk

Dated: March 6, 2013

Approved as to form:



D. Stephen Schwabauer
City Attorney



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Monthly Protocol Account Report

MEETING DATE: March 20, 2013

PREPARED BY: City Clerk

RECOMMENDED ACTION: None required, information only.

BACKGROUND INFORMATION: The City Council, at its meeting of July 19, 2000, adopted Resolution No. 2000-126 approving a policy relating to the City's "Protocol Account." As a part of this policy, it was directed that a monthly itemized report of the "Protocol Account" be provided to the City Council.

Attached please find the cumulative report through February 28, 2013.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: See attached.

Randi Johl
City Clerk

RJ/JMR

Attachment

APPROVED: _____
Konradt Bartlam, City Manager

PROTOCOL ACCOUNT SUMMARY

FISCAL YEAR 2012-13

Cumulative Report through February 28, 2013

Date	Vendor	Description	Amount	Balance
				Starting Bal. \$5,000.00
6/28/12	1-800-Flowers	Nakanishi Family	112.04	
7/2/12	Impact Office Solutions	Certificate Holders	24.11	
10/16/12	Village Flowers	For the family of Rick Kiriu	99.00	
11/29/12	Office Depot	Supplies for Reorganization Meeting (Water, Plates)	44.55	
12/03/12	Creative Trophy & Engraving	Mayor's Community Service Awards and Mayor's Plaque	98.59	
12/03/12	Target	Supplies for Reorganization Meeting (Napkins, Cups)	9.53	
12/05/12	Safeway	Food Trays for Reorganization Meeting	248.49	
12/06/12	Jan's Sweet Treasures	Desserts, Table Linens, Set-up for Reorganization Meeting	100.00	
12/11/12	Creative Trophy & Engraving	Perpetual Plaque & Mayor Pictures Brass Plaques	40.55	
12/19/12	Jan's Sweet Treasures	Annual Council Cookie Delivery	535.00	
12/30/12	Duncan Press	Alan Nakanishi Business Cards	37.71	
1/12/13	Staples	Certificate Holders	43.16	
			Total Expenditures: (\$1,392.73)	Ending Bal. \$3,607.27

Prepared by: JMR



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Introduce an Ordinance Repealing and Re-enacting Lodi Municipal Code Chapter 9.12 "Fires, Firearms and Fireworks" in its Entirety; and further Repealing and Re-Enacting Chapter 9.13 "Sale of Fireworks" In Its Entirety

MEETING DATE: March 20, 2013

PREPARED BY: City Attorney's Office

RECOMMENDED ACTION: Introduce an Ordinance repealing and re-enacting Lodi Municipal Code Chapter 9.12 "Fires, Firearms and Fireworks" in its entirety; and further repealing and re-enacting Chapter 9.13 "Sale of Fireworks" in its entirety

BACKGROUND INFORMATION: At the April 20, 2011 City Council meeting, Council adopted Ordinance 1844 allowing the sale and discharge of safe and sane fireworks. Ordinance 1844 also set out the guidelines for the issuance of franchises and the operation of the fireworks stands.

The proposed revisions are attached in redline strike out form against the original version of Ordinance 1844. In summary the revisions will: 1) allow non-profits to join together after the initial award to operate a stand initially awarded to one of them; 2) eliminates lighting requirements; and 3) makes various housekeeping changes.

Staff recommends that the City Council introduce the ordinance repealing and re-enacting the referenced municipal code sections.

FISCAL IMPACT: The revisions do not change any of the revenue related sections of the ordinance.

FUNDING: NA

Stephen Schwabauer
City Attorney

APPROVED:

Konradt Bartlam, City Manager

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LODI
AMENDING LODI MUNICIPAL CODE TITLE 9 – PUBLIC PEACE,
MORALS, AND WELFARE, BY REPEALING AND RE-ENACTING
LODI MUNICIPAL CODE CHAPTER 9.12 “FIRES, FIREARMS
AND FIREWORKS” IN ITS ENTIRETY; AND FURTHER
REPEALING AND RE-ENACTING CHAPTER 9.13 “SALE OF
FIREWORKS” IN ITS ENTIRETY

=====

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LODI AS FOLLOWS:

SECTION 1. Lodi Municipal Code Title 9 – Public Peace, Morals, and Welfare – is hereby amended by repealing and reenacting Chapter 9.12, “Fires, Firearms, and Fireworks,” in its entirety to read as follows:

CHAPTER 9.12

SECTIONS:

9.12.010 Discharge of Weapons and Fireworks – Fires
9.12.020 Firearms at Lodi Lake Park

9.12.010 Discharge of Weapons and Fireworks – Fires.

A. Any person who does any of the following without first obtaining a special permit therefore, in writing, from the Chief of Police, which permit shall designate the time and place of such firing or discharging, is guilty of a misdemeanor:

1. Fires or discharges any pistol, gun, rifle, firearm, cannon anvil loaded with powder, bow, airgun or sling, or projects any other dangerous missile within the City

Deleted: is projected,

B. Except as provided in Chapter 9.13 of this code, any person who does any of the following without first obtaining a special permit therefore, in writing, from the Fire Chief, which permit shall designate the time and place of such firing or discharging, is guilty of a misdemeanor:

1. Possesses, discharges, or explodes any firecrackers, firerockets, roman candles, chasers, or other fireworks of any nature or kind; or
2. Makes any bonfire of any nature or kind, or who makes any bonfire or burns any hay, straw, rubbish, shavings, or other combustible materials within the City limits.

C. The provisions of this section do not prohibit any person from shooting destructive animals within or upon his own enclosure, nor prohibit the establishment and maintenance of shooting galleries, in accordance with the ordinances of the City.

9.12.020 Firearms at Lodi Lake Park.

Any person, excepting public officers, possessing, carrying or discharging firearms within the boundaries of the lands of the City commonly known and designated as "Lodi Lake Park" is guilty of a misdemeanor.

SECTION 2. Lodi Municipal Code Title 9 – Public Peace, Morals, and Welfare – is hereby amended by repealing and re-enacting Chapter 9.13, "Sale of Fireworks" in its entirety, and shall read as follows:

CHAPTER 9.13

SECTIONS:

- 9.13.010 Definitions.
- 9.13.020 Sale and Discharge—Time limit.
- 9.13.030 Permit Required—Issuance—Limitations.
- 9.13.040 Permit Application—Regulations—Limitations.
- 9.13.050 Prerequisites to Issuance of Permit.
- 9.13.060 Permit Applications—Notice of Acceptance or Rejection—Selection Procedure—Fee.
- 9.13.070 Suspension of Permit—Appeal Procedure.
- 9.13.080 Fireworks Sales Stand—Operation.
- 9.13.090 Fireworks Sales Stands—Requirements.
- 9.13.100 Fee Imposed upon Permittees.
- 9.13.110 Temporary Sales Tax Permit—Requirements.
- 9.13.120 Reserved.
- 9.13.130 Permissible Locations for Discharge.
- 9.13.140 Prohibitions on Discharge.
- 9.13.150 Reserved.
- 9.13.160 Administrative Penalties—Appeals.
- 9.13.170 Issuance of Administrative Citation—Contents.
- 9.13.180 Administrative Fines.
- 9.13.190 Right to an Administrative Hearing.
- 9.13.200 Administrative Hearing—Procedures.
- 9.13.210 Hearing Decision—Right of Appeal.
- 9.13.220 Financial Reporting.
- 9.13.230 Provisions Supplementary.

CHAPTER 9.13 FIREWORKS

- 9.13.010 Definitions.

The following words and phrases, as used in this chapter, are defined as follows:

- A. "Citee" means any person served with an administrative citation charging him or her as a responsible person for violation of this chapter.
- B. "Citation" means an administrative citation issued pursuant to this chapter to remedy a violation.

- C. "City Manager" means the City Manager of the City of Lodi and/or designee or designees.
- D. "Code" means the Lodi Municipal Code.
- E. "Code Enforcement Officer" (CEO) means any Lodi Firefighter or Lodi Police Officer and those Parks and Recreation employee's designated to have citation powers by the Parks and Recreation Director.
- F. "Dangerous fireworks" mean dangerous fireworks as set forth in California State Fireworks Law (Sections 12505 and 12561 of the California Health and Safety Code and the relevant sections of Title 19, Code of Regulations, Subchapter 6), as hereinafter may be amended from time to time, which are hereby incorporated by reference.
- G. "Director" means the City Manager and/or designee or designees.
- H. "Fire Chief" means the Fire Chief of the City of Lodi or other City Manager designee or designees.
- I. "Fireworks Task Force Costs" means those employee salary, overtime and benefit costs, disposal costs, clean up costs, and operations costs incurred by the Lodi Police, Fire, and Parks and Recreation Departments to operate a Task Force to enforce the provisions of this chapter between June 28 and July 7 of each calendar year. Fireworks Task Force Costs shall not exceed \$20,000 in the first year after the effective date of this Ordinance, adjusted by The Consumer Price Index, San Francisco, All Consumers, annually thereafter.
- J. "Fireworks Wholesaler" means any person who sells fireworks to other wholesalers or retailers for resale; or any person, other than an importer, exporter, or manufacturer, who purchases fireworks from a manufacturer, importer or exporter for resale to a retailer or any other person for resale.
- K. "Hearing Officer" means the person appointed by the City Manager to serve as the hearing officer for administrative hearings under this chapter.
- L. "Issuance" or "Issued" means any of the following:
 - a. The preparation and service of an administrative fine citation to a citee in the same manner as a summons in a civil action in accordance with Article III (commencing with Section 415.10) of Chapter 4 of Title 5 of Part 2 of the Code of Civil Procedures; or
 - b. Mailing of administrative fine citation to the citee by certified mail with return receipt to the address shown on the county's latest equalized property taxes assessment rolls; or
 - c. By personally serving the responsible party by personal delivery of the administrative fine citation or by substituted service. Substituted service may be accomplished as follows:

1. By leaving a copy at the recipient's dwelling or usual place of abode, in the presence of a competent member of the household, and thereafter mailing by First Class Mail, postage pre-paid, a copy to the recipient at the address where the copy was left; or
 2. In the event the responsible party cannot be served by First Class Mail, postage pre-paid, or cannot be personally served and has a property manager or rental agency overseeing the premises, substituted service may be made upon the property manager or rental agency or may be affected by posting the property with the administrative fine citation and mailing a copy by First Class Mail, postage pre-paid, to the responsible party in violation at the address of the property where the violation exists.
- M. "Lodi City Clerk" or "City Clerk" means the Lodi City Clerk and/or designee or designees.
- N. "Nonprofit organization" means: (1) any nonprofit association, charity, church, corporation, club, or society organized primarily for veteran, patriotic, welfare, civic, benevolent, betterment, youth activities, or charitable purposes and has obtained a nonprofit status with either the California Franchise Tax Board or the Internal Revenue Service; or (2) a group which is an integral part of a recognized nonprofit national organization having such tax exempt status; or (3) an organization affiliated with and officially recognized by an elementary, junior high school, high school, school district, and/or college that serves, in whole or in part, the residents of Lodi. To qualify as a "nonprofit" under in this definition, the entity must have a principal and permanent meeting place within the City limits of the City of Lodi.
- O. "Person" means a natural person or a legal entity that is also an owner, tenant, lessee, and/or other person with any right to possession or control of the property where a violation of this chapter occurred.
- P. "Principal and permanent meeting place" means and includes, but is not limited to, a permanent structure, playing field, geographic area, or service population which resides in or is located within the city limits of the City of Lodi.
- Q. "Residents of the City" or "City residents" means and includes owners of businesses and/or property in the city limits as well as occupants of residential dwellings within the city limits of the City of Lodi.
- R. "Responsible Person" means a person who causes a code violation to occur or allows a violation to exist or continue, by his or her action or failure to act, or whose agent, employee or independent contractor causes a violation to occur, or allows a violation to exist or continue. There is a rebuttable presumption that the record owner of real property, as shown on the county's latest equalized property taxes assessment rolls, and a lessee of real property has a notice of any violation existing on said property. For purposes of this chapter, there may be more than one responsible person for a violation. Any person, irrespective of age, found in violation of any provision of this chapter may be issued a citation in accordance

with the provisions of this chapter. Every parent, guardian, or other person having the legal care, custody, or control of any person under the age of 18 years, who knows or reasonably should know that a minor is in violation of this chapter, may be issued a citation in accordance with the provisions of this chapter, in addition to any citation that may be issued to the offending minor.

- S. "Safe and sane fireworks" (a.k.a. "State-approved fireworks") mean safe and sane fireworks as defined in California State Fireworks Law (Sections 12529 and 12562 of the Health and Safety Code and the relevant sections of Title 19, Code of Regulations, Subchapter 6), as hereinafter may be amended from time to time, which are hereby incorporated by reference.
- T. "Violation" or "Violates" refers to any violation of any provision of this chapter..

9.13.020 Sale and Discharge—Time limit.

A. Subject to the provisions of this chapter, the State Fireworks Law, Sections 12500 through 12726 of the California Health and Safety Code, and any regulations promulgated thereunder, safe and sane fireworks, as defined herein, may be sold within the city limits of the City of Lodi only during the period beginning at 12:00 noon on June 28 and shall not continue after 9:00 p.m. on July 4 of the same year. The sale of fireworks shall be permitted only from 12:00 noon to 9:00 p.m. on June 28; from 9:00 a.m. to 9:00 p.m. daily from June 29 through July 4. No fireworks classified as "dangerous fireworks" by Section 12505 of the California Health and Safety Code may be sold within the city limits of the City of Lodi.

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B. Subject to the provisions of this chapter, the State Fireworks Law, Sections 12500 through 12726 of the California Health and Safety Code, and any regulations promulgated thereunder, safe and sane fireworks, as defined herein, may be discharged within the city limits of the City of Lodi only during the period beginning at 12:00 noon to 11:00 p.m. on June 28 and from 9:00 a.m. to 11:00 p.m., daily, from June 29 through July 4. No fireworks classified as "dangerous fireworks" by Section 12505 of the California Health and Safety Code may be discharged within the city limits of the City of Lodi.

C. The use or discharge of fireworks within 50 feet of any fireworks sales stand is prohibited.

9.13.030 Permit Required—Issuance—Limitations.

A. Except as provided in this chapter, it is unlawful to offer for sale or sell at retail "safe and sane fireworks" without having first applied for and been issued a permit therefor, in the manner set forth in this chapter.

B. Permits for the sale of safe and sane fireworks shall be issued only to nonprofit organizations, and such fireworks shall be sold only at the outdoor sales stands, as more specifically set forth hereinafter.

C. Permits shall be issued by lottery. The lottery shall take place at a time, place, and manner determined by the Fire Chief in accordance with administrative rules and procedures adopted by the Fire Chief. Each applicant shall receive one lot.

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D. No more than six (6) such permits shall be issued and be outstanding at any time.

E. No nonprofit organization may receive more than one (1) permit for the sale of fireworks during any one (1) calendar year. Only one (1) application per school will be allowed. If an organization is affiliated with a recognized educational institution as defined in Section 9.13.010 of this chapter, but maintains a separate tax-exempt status with the Internal Revenue Service or the California Franchise Tax Board, said nonprofit organization shall be allowed a separate application.

Deleted: ; one (1) permit may be issued to two (2) qualifying applicants as a joint venture

F. No nonprofit organization may be awarded a permit for more than two (2) consecutive calendar years.

G. Any applicant that has had a fireworks sales permit suspended or revoked within the prior three (3) calendar years shall be eligible for a fireworks sales permit only upon demonstrating to the Fire Chief's reasonable satisfaction that suitable arrangements have been made to preclude future violations.

9.13.040 Permit Application—Regulations—Limitations.

A. All applications for a permit to sell fireworks may be filed with the Lodi Fire Department between the first business day in March and the last business day in March of each year. All applications shall be accompanied by an application fee in an amount as may be established from time to time by resolution of the City Council.

Deleted: , except that for the year 2011 applications will be available on April 20 and must be submitted to the Fire Department no later than May 4, 2011

B. All permit applications must be properly completed and submitted to the Lodi Fire Department before the close of business on the last business day in March. Permit applications that are incomplete or filed late shall not be processed.

Deleted: , except that for the year 2011 applications must be submitted no later than the close of business on May 4, 2011

C. All permit applications shall be made in writing on a form supplied by the Lodi Fire Department. A completed permit application shall be accompanied by an assurance that, if the applicant is issued a permit, the applicant shall, before receipt of such permit, deliver to the City the following items and/or information:

Deleted: City

1. Proper identification and signature of the permit applicant;

2. The proposed location of the fireworks sales stand;

3. A detailed description of the fireworks proposed to be sold;

Deleted: 3. . Reserved;¶

Deleted: 4

4. The written consent of the owner of record and/or lessor in control of the property upon which the proposed sales stand will be located;

Deleted: 5

Deleted: 6. . The plan for staffing the proposed sales stand during the proposed days and hours of operation;

5. The fireworks distributor's business name, address, telephone number, and person that is the point of contact; Deleted: 7
6. A site plan, with dimensions indicating the location of all existing buildings, structures, driveways, flammable materials, and rights of way where the proposed sales stand will be located; Deleted: 8
7. Proof of a temporary sales tax permit from the State Board of Equalization or proof of application; Deleted: 9
8. A certificate of insurance evidencing current and valid commercial general liability, property damage, and product liability insurance of not less than \$2,000,000.00 combined single limit, from a company authorized to transact the business of insurance in the state of California. The insurance company must have an AM Best Rating of not less than A-; Deleted: 10
9. The certificate of insurance must provide an appropriate additional insured endorsement to the insurance policy or policies, which names the City of Lodi and its officers, employees, agents, and volunteers as additional insured's under the policy or policies; Deleted: 11
Deleted: 12
10. Proof of a State Fire Marshal retail fireworks license; Deleted: 13
11. Such other information and documentation that the Fire Chief in his or her reasonable discretion may require; Deleted: 14
12. Temporary Event Permit: Each applicant shall also file a Temporary Event Permit Application as required by Lodi Municipal Code Section 17.78.050 with the Community Development Department; Deleted: 15
13. Reimbursement Agreement. An Agreement in a form to be obtained from the City Attorney's Office between the City of Lodi and the Permittee's fireworks distributor, requiring the distributor to indemnify the City for that distributor's pro rata share of all Fireworks Task Force Costs incurred during the period that fireworks may be sold under this chapter. Deleted: Strike Team

D. Each applicant shall file with the City, at the time of filing the permit application, a nonrefundable application fee as may be established from time to time by resolution of the City Council. If selected in the lottery as a permittee, a Letter of Credit, certificate of deposit, or a surety bond made payable to the City in the amount as set by resolution of the City Council to assure compliance with the provisions of this chapter shall be filed with the City. Such deposit certificate or bond shall be refundable upon compliance with the provisions and requirements of this chapter, including but not limited to, the removal of the sales stand, cleaning of the site, and full passage of the City's final site inspection. Deleted: ,
Deleted: i
Deleted: and

E. The Fire Chief is authorized to promulgate administrative regulations and procedures necessary for the successful and effective implementation of this chapter including rules and procedures governing the submission of applications for permits to sell safe and sane fireworks, inspections of fireworks stands, operation of fireworks stands, and such regulations relating to the sale of safe and sane fireworks as may be

necessary for the protection of life and property. Said administrative regulations and procedures shall be set forth in writing and are subject to prior approval by the City Attorney.

9.13.050 Prerequisites to Issuance of Permit.

Permits to sell fireworks shall only be issued to applicants that meet all of the following qualifications:

A. The applicant must be a nonprofit organization that conducts its activities primarily for the benefit of the City and its residents.

B. The applicant must have been organized and established in the city limits of the City of Lodi for a minimum of one (1) year continuously preceding the filing of application for the permit, and must have a bona fide membership of at least 10 members who are residents of the City.

9.13.060 Permit Applications—Notice of Acceptance or Rejection—Selection Procedure—Fee.

A. The Fire Chief shall notify all applicants by the third Monday in April regarding the results of the lottery and the applicants that have been granted permits, and said successful lottery/prospective permittees will have until the close of business on the third Monday in May to submit their final paperwork required in subsection C of Section 9.13.040. If any successful lottery/prospective permittee fails to submit its paperwork by the deadline, in any given year, the Fire Chief shall give notice on the third Wednesday in May to the requisite number of substitute lottery applicants that they have until the second Monday in June to submit paperwork as required by subsection C of Section 9.13.040.

Deleted: except that for the year 2011 the Fire Chief shall make this notification by 5:30 p.m. on May 21

B. All applicants that have been granted permits shall, prior to issuance of the permit, pay a permit fee in an amount established from time to time by resolution of the City Council. The permit fee is intended to cover the cost of the first inspection of the fireworks stand. Any necessary subsequent inspections shall be subject to a re-inspection fee in an amount as established from time to time by resolution of the City Council. The Letter of Credit, certificate of deposit, or a surety bond made payable to the City and provided by the applicant pursuant to subsection D of Section 9.13.040 shall be held by the City to be available to cover the cost of removal of the fireworks sales stand and site clean-up in accordance with subsection P of Section 9.13.090.

Deleted: In 2011, the Fire Chief must notify any substitute lottery applicants by 5:30 p.m. on June 6 and they will have until the close of business on June 15 to submit the required paperwork.

C. Each applicant that has been granted a permit shall have no less than two (2) members of its sales staff attend an operator safety seminar approved and supervised by the Lodi Fire Department and provided by a licensed firework's wholesaler or the City of Lodi Fire Department.

9.13.070 Suspension of Permit—Appeal Procedure.

A. The Fire Chief may suspend immediately and without notice or hearing the permit of any permittee that violates any California statute, rule, regulation, or this code while operating or preparing to operate a fireworks sales stand during or immediately

preceding any period of sale. If the Fire Chief reasonably believes that a violation has occurred during, immediately preceding, or immediately following the authorized period of sale, he or she shall have power to prohibit the permittee from acquiring a fireworks sales permit in the future.

B. Any decision of the Fire Chief made pursuant to this chapter shall be subject to review by the City Manager. When the decision being appealed affects the current sale period, such review shall be held at the earliest possible time that the permittee, City Manager and the Fire Chief can schedule a hearing for such review. For decisions that do not affect the current sales period, the hearing shall be held within ten (10) City business days after the request for hearing, which request must be made in writing within ten (10) calendar days after notice of the decision being appealed. The City Manager may set aside the decision, modify it, or revoke in his or her reasonable discretion. The decision of the City Manager shall be final.

9.13.080 Fireworks Sales Stand—Operation.

A. It is unlawful for the permittee to allow any person other than individuals who are members and/or volunteers of the permitted nonprofit organization, or the spouses or adult children of such members, to sell or otherwise participate in the sale of fireworks.

Deleted: A. It is unlawful for a permittee to allow any person other than the permitted nonprofit organization, or its qualified nonprofit organization joint venture partner pursuant to subsection E of Section 9.13.030, to operate the sales stand for which the permit is issued, or to otherwise participate in the profits of the operation of the sales stand.¶ B

B. It is unlawful for the permittee to pay any consideration to any person for selling or otherwise participating in the sale of fireworks.

C. Each sales stand must have a minimum of one (1) adult (21 years of age or older) in attendance and in charge thereof while fireworks are stored therein.

Deleted: C

D. No person may sleep in or remain in the stand after close of business.

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Deleted: E

E. All unsold fireworks must be removed from the stand during non-sale hours and stored in a centrally located locked metal container or other secure and fire safe structure during non-sale periods. Each fireworks distributor shall provide a single storage location and container for storage of its stand's fireworks. The container shall be approved by the Fire Chief and located in an M1 or M2 zoned location approved by the Community Development Director and the Fire Chief.

Deleted: F

F. Each sales stand must have on duty at all times during the sales period, at least one (1) salesperson (21 years of age or older) who attended the City of Lodi Fire Department operator safety seminar, required pursuant to subsection C of Section 9.13.060.

Deleted: G

G. The sale of fireworks shall conform to restrictions of Section 9.13.020.

Deleted: H

H. All unsold fireworks and accompanying litter shall be removed from the sales location by 10:00 p.m. on July 4 and the sales stand shall be removed by 12:00 noon on July 9 of each year.

Deleted: I

Deleted: 5:00 p.m. on July 5

J. Permittees shall require all persons who appear to be under the age of 30 years to provide proof of age and shall make no sales of fireworks to persons younger than 18 years of age.

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9.13.090 Fireworks Sales Stands—Requirements.

All retail sales of “safe and sane fireworks” shall be made only from within a temporary fireworks sales stand, and sales from any other building or structure is hereby prohibited. Fireworks sales stands are subject to the following requirements:

- A. Fireworks sales stands shall be put in place by the permittee no earlier than 8:00 a.m. on June 24 of each year.
- B. No fireworks sales stand shall be located within 25 feet of any other building or structure, within five feet of any curb line, or within 100 feet of any gasoline pump.
- C. The stand must be located on a developed lot with paved parking areas and driveway approaches and the stand itself must be located on a paved surface.
- D. The stand may not occupy parking spaces required for the primary use of the site, or interfere with required access, circulation, fire lanes or fire hydrants.

~~E.~~ No fireworks stand shall be located within 100 feet of any building used as a school, day care, hospital, place of detention, public garage, or place of assembly that can accommodate 300 or more occupants, or within 100 feet of a residential zone. Fireworks stands shall only be permitted in a district zoned CS, C2, CM, M1, or M2 or the PD designation equivalents.

Deleted: E. The permittee shall install adequate lighting directed downward and away from city streets and neighboring buildings for any stands open after dark.¶

Deleted: F

~~F.~~ A minimum of 20 feet of separation shall be provided between the fireworks sales stand and any vehicle(s), with the exception of loading or unloading the permittee's supply vehicle.

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~~G.~~ No weeds or other combustible materials are permitted within 25 feet of the fireworks sales stand.

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~~H.~~ All fireworks sales stands shall be preapproved by the Fire Chief prior to opening for business.

Deleted: I

~~J.~~ All general use 15 amp and 20 amp receptacles shall have listed ground-fault circuit-interrupter protection and electrical installations shall be approved by the City Building Inspector and/or the Fire Department prior to the stand opening for business.

Deleted: J

~~J.~~ All fireworks sales stands shall be built and maintained in accordance with the safety requirements of the City prior to opening for business.

Deleted: K

~~K.~~ No generators shall be allowed within 25 feet of any fireworks sales stand.

Deleted: L

L. Smoking and the consumption of alcoholic beverages shall not be allowed within 50 feet of any fireworks sales stand and "No Smoking" signs shall be displayed on and in the fireworks sales stand. Deleted: M

M. Permittees shall place no signs in the public right-of-way. Deleted: N

N. Each fireworks sales stand shall be provided with two (2), two-and-one-half (2.5) gallon pressurized water type fire extinguishers, or two (2) 2A10BC dry chemical/powder type fire extinguishers, in good working order, and easily accessible for use in case of fire. Deleted: O

O. The fireworks sales stand shall be removed from the temporary location by 12:00 p.m. on July 9 of each year, all unsold fireworks by 10:00 p.m. July 4, and any accompanying litter shall be cleared from the location by 5:00 p.m. on July 5. If the permittee does not remove the stand and/or clean the sales site as required by this chapter, the City may do so, or cause the same to be done, and the reasonable cost thereof shall be charged against the permittee, and his or her deposit, certificate, or surety. In addition, any permittee found to be in violation of this section shall be subject to an administrative penalty imposed in accordance with Section 9.13.160. Deleted: P
Deleted: and

P. The permit to sell fireworks shall be displayed in a prominent place in the fireworks sales stand and shall at all times be visible to members of the public. Deleted: Q

Q. Each permittee under this chapter shall display a poster measuring 18 inches by 32 inches that shall be posted at the point of sale of the fireworks and hand out a flyer with each sale to notify purchasers of all applicable restrictions established by this chapter. All information shall be provided in English and Spanish. The Permittee shall provide the posters and fliers, which shall be approved by the Fire Chief prior to the permittee opening for business. Deleted: R

R. Fireworks Stands shall be either 24 or 32 feet long by 8 feet wide. 24 foot stands shall have two exits and a maximum occupancy of 6 people. 32 foot stands shall have 2 exits and a maximum occupancy of 8 people. Deleted: S
Deleted: 3

9.13.100 Fee Imposed Upon Permittees.

A. The City of Lodi will require each applicant receiving a permit to pay a fee, as described in Section 1(e)(3) of Article XIII C of the California Constitution, and the City of Lodi will require each permittee to pay their pro rata portion of the costs that the City of Lodi has incurred related to the following:

1. Processing and issuing permits;
2. Inspection of fireworks stands;
3. Public education and awareness campaign regarding the safe and responsible use of Safe and Sane Fireworks and the dangers and risks posed by the use of illegal fireworks; and

4. With respect to the sale and use of Safe and Sane Fireworks, including extra personnel time, and cleanup of fireworks trash and debris. "Extra Personnel Time" shall be defined as employee or contracted employee time that the City of Lodi would not otherwise incur but for the sale and use of Safe and Sane Fireworks in the City of Lodi and is the amount to be paid by the Fireworks Wholesaler pursuant to paragraph 9.13.040(c)14.

B. No permittee may offer for sale or sell safe and sane fireworks, unless and until the permittee has paid to the City the fee imposed by this section.

C. The fees established pursuant to this section are not intended to generate excess revenue for the City, but rather to attempt to offset costs.

9.13.110 Temporary Sales Tax Permit—Requirements.

A. Each permittee must obtain a temporary sales tax permit from the State Board of Equalization.

B. The temporary sales tax permit shall be displayed in a prominent place in the fireworks sales stand and at all times be visible to members of the public.

9.13.120 Reserved.

9.13.130 Permissible Locations for Discharge.

The discharge of fireworks in the City shall be limited to private property except as otherwise provided in this chapter. No fireworks shall be discharged on public, or semipublic properties, or in a public street or right-of-way except in those areas approved in writing by the Fire Chief. For purposes of this chapter, "semipublic" is defined as private property generally open for use by the public but not owned or maintained by a governmental body. Such property includes without limitation church property, shopping center property, and other property generally used by patrons of a commercial or private business establishment, but not including private streets in residential areas.

9.13.140 Prohibitions on Discharge.

A. It is unlawful for any person to ignite, explode, project, or otherwise fire or use any fireworks, or permit the ignition, explosion, or projection thereof, upon, over, or onto the property of another without his or her consent, or to ignite, explode, project, or otherwise fire or make use of, any fireworks within 10 feet of any residential dwelling or other structure used as a place of habitation by human beings.

B. Except as provided in subsection C of this section, it is unlawful for individuals under 18 years of age to sell, purchase, possess, use, or discharge "safe and sane fireworks."

C. It is unlawful for any person having the care, custody, or control of a minor under the age of 18 years to permit such minor to discharge, explode, fire, or set off any dangerous, illegal fireworks, at any time, or to permit such minor to discharge or set off

any “safe and sane fireworks” unless such minor does so under the direct supervision of a person over 18 years of age and during the hours and on the days permitted by this chapter.

9.13.150 Reserved.

9.13.160 Administrative Penalties—Appeals.

A. This chapter authorizes the imposition of administrative fines on any person who violates any provision of this chapter in order to encourage and obtain compliance with the provisions of this chapter for the benefit and protection of the citizens of the City of Lodi. This chapter governs the imposition, enforcement, collection, and administrative review of all administrative fines, related to: the possession, use, storage, sale and/or display of those fireworks classified as “dangerous fireworks” in California Health and Safety Code Section 12500, et seq., with the exception of a pyrotechnic licensee when operating pursuant to that license; and the use of “safe and sane fireworks” as defined in California Health and Safety Code Section 12500 et seq. on or at dates, times and/or locations other than those permitted by this chapter. Said administrative fines are imposed under authority of Government Code Section 53069.4, Health and Safety Code Section 12557, and the police power of the City of Lodi.

B. The issuance of citations imposing administrative fines may be performed at the discretion of the officials of the City of Lodi; and the issuance of a citation to any person constitutes but one remedy of the city to redress violations of this chapter by any person. By adopting this chapter, the city does not intend to limit its authority to employ any other remedy, civil or criminal, to redress any violation of this chapter by any person, which this city may otherwise pursue.

C. The imposition of fines related to “dangerous fireworks” under this chapter shall be limited to persons who possess, sell, use and/or display, or the seizure of, 25 pounds or less (gross weight) of such dangerous fireworks.

D. Fines collected pursuant to this chapter related to “dangerous fireworks” shall not be subject to Health and Safety Code Section 12706, which section provides that certain fines collected by a court of the state be deposited with, and disbursed by, the County Treasurer. However, the city shall provide cost reimbursement to the State Fire Marshal pursuant to regulations to be adopted by the State Fire Marshal addressing the State Fire Marshal’s cost for the transportation and disposal of “dangerous fireworks” seized by the city, which costs will be part of any administrative fine imposed. Unless and until said regulations have been adopted by the State of California, the city shall hold in trust \$250 or 25% of any fine collected, whichever is greater, to cover the cost reimbursement to the State Fire Marshal for said cost of transportation and disposal of the “dangerous fireworks.”

E. Because of the serious threat of fire or injury posed by the use of “dangerous fireworks” that can result from persistent or repeated failures to comply with the provisions of this chapter and the effect of such conditions or activities on the safety and the use and enjoyment of surrounding properties and to the public health, safety, and welfare, this chapter imposes strict civil liability upon the owners of real property for all violations of this chapter existing on their real property. Each individual use, display, and/or possession shall constitute a separate violation and each shall be subject to a

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separate administrative fine.

9.13.170 Issuance of Administrative Citation—Contents.

A. Whenever a Code Enforcement Officer (CEO) determines that a violation of the code has occurred, the CEO may issue an administrative citation on a city-approved form listing the code violation(s) and the amount of the administrative fine required to be paid by the responsible person(s) in accordance with the provisions of this chapter.

B. Each administrative citation shall contain the following information:

- a. The name, mailing address, date of birth, CDL number (if available), and home or business telephone number of the responsible person charged with any violation of this chapter;
- b. The address or description of the location of the violation;
- c. The date or dates on which the person violated this chapter;
- d. The section or sections of this chapter that were violated;
- e. A description of the violation(s);
- f. The amount of the administrative fine for each violation, the procedure in place to pay the fines, and any late fee and interest charge(s), if not timely paid, and notice that if the city is required to take action to collect such fines, the responsible person may be charged costs and attorney's fees;
- g. Notice of the procedure to request an administrative hearing to contest the citation (including the form to be used, how to obtain the form, and the period within which the request must be made in order for it to be considered timely);
- h. The names, addresses, and telephone numbers of any witnesses to the violation(s);
- i. The name and signature of the CEO who issued the citation and the name and signature of the citee, if he or she is physically present and will sign the citation at the time of its issuance. The failure or refusal of a citee to sign a citation or provide the information required on the citation, shall not affect its validity or any related subsequent proceedings, nor shall signing a citation constitute an admission that a person is responsible for a violation of this chapter;
- j. Any other information deemed necessary by the director for enforcement or collection purposes.

9.13.180 Administrative Fines.

A. Each person who violates any provision of this chapter as it relates to the possession, use, storage, sale and/or display of “dangerous fireworks” shall be subject to the imposition and payment of an administrative fine or fines as provided below:

Number of offense in 1 year period	Amount of Administrative Penalty	Late Charge	Total Amount of Penalty plus Late Charge
First	\$ 1,000	\$ 250	\$ 1,250
Second	\$ 2,000	\$ 500	\$ 2,500
Third	\$ 3,000	\$ 1,000	\$ 4,000

B. Each person who uses “safe and sane fireworks” on or at dates, times, and/or locations other than those permitted by this ordinance shall be subject to the imposition and payment of an administrative fine or fines as provided below:

Number of offense in 1 year period	Amount of Administrative Penalty	Late Charge	Total Amount of Penalty plus Late Charge
First	\$ 250	\$ 75	\$ 325
Second	\$ 500	\$ 150	\$ 650
Third	\$ 750	\$ 300	\$ 1,050

C. In the case of a violation of any of the provisions listed above, the administrative fine(s) shall be due and payable within 30 calendar days from the issuance of the administrative fine citation, and the citee shall be required to abate the violation, and surrender all dangerous fireworks to the CEO, immediately. For penalties not paid in full within that time, a late charge in the amount set forth above is hereby imposed and must be paid to the city by the citee. Fines not paid within the time established by this section shall accrue interest at the prevailing established rate. On the second and each subsequent time that a person is issued a citation for the same violation in any 12-month period, the fine is increased as indicated above and the citee shall be liable for the amount of the new fine until it is paid, in addition to being responsible for payment of previous fines.

D. All administrative fines and any late charges and interest due shall be paid to the city at such a location or address as stated on the citation, or as may otherwise be designated by the City Manager. Payment of any fine or fines shall not excuse the citee from complying with the provision of this chapter so violated. The issuance of the citation and/or payment of any fine shall not bar the city from employing any other enforcement action or remedy to obtain compliance with the provisions of the code so violated including the issuance of additional citations and/or criminal prosecution.

E. Upon confirmation of the citation or when the citation is deemed confirmed, all unpaid administrative fines, late fees, and/or interest shall constitute a judgment which may be collected in any manner allowed by law for collection of judgments including but not limited to recordation to create a lien on any real property owned by the responsible person. The city shall be entitled to recover its attorney’s fees and costs incurred in collecting any administrative fines, late charges, and/or interest.

F. Payment of the administrative fine shall not excuse or discharge a citee from the duty to immediately abate and correct a violation of this chapter, nor from any other responsibility or legal consequences for a continuation or a repeated occurrence(s) of a violation of this chapter.

9.13.190 Right to an Administrative Hearing.

A. Any citee may contest the violation(s), or that he or she is a responsible person, by filing a request for an administrative hearing on a city-approved form with the Lodi Fire Chief's office within 30 calendar days from the issuance date of a citation. If the Fire Chief does not receive the request in the required time period, the citee shall have waived a right to a hearing and the citation shall be deemed confirmed and final.

B. No fees shall be charged for the filing of a request for a hearing.

C. Citees must deposit the full amount of the penalty listed on the citation on or before the request for a hearing is filed. Failure to deposit the full amount of all penalties within the required time period, or the tender of a non-negotiable check, shall render a request for an administrative hearing incomplete and untimely. Penalties that are deposited with the city shall not accrue interest. Penalties deposited shall be returned to the person who deposited them if the citation is overturned.

D. A request for a hearing shall contain the following:

- a. The citation number;
- b. The name, address, telephone number, and any facsimile numbers and e-mail addresses of each person contesting the citation;
- c. A statement of the reason(s) why a citation is being contested;
- d. The date and signature of the citee(s).

E. The city will notify all persons who file a request for a hearing in writing by First Class Mail of the date, time, and place set for the hearing at least 10 calendar days prior to the date of the hearing. Service of this notice is deemed complete at time of mailing. The failure of a citee to receive a properly addressed notice shall not invalidate the citation or any hearing, city action, or proceeding conducted pursuant to this chapter.

F. The hearing will be conducted within 60 calendar days of the date a timely and complete request is received by the Fire Chief's office.

G. If the CEO submits an additional written report concerning the citation to the city for consideration at the hearing, the CEO shall also serve a copy of such report by First Class Mail on the person requesting an administrative hearing no less than seven (7) calendar days prior to the date of the hearing. Failure to receive said report shall not invalidate the citation or any hearing, city action, or proceeding pursuant to this chapter.

9.13.200 Administrative Hearing—Procedures.

A. The hearing officer designated or appointed by the City Manager shall hear all

requests for administrative hearings of administrative fines in accordance with the procedures established herein.

B. Administrative hearings are informal, and formal rules of evidence and discovery do not apply. Photographs of seized fireworks shall be admissible evidence of the violation. The city bears the burden of proof to establish a violation and responsibility therefore by a preponderance of evidence. The citation is prima facie evidence of the violation, however, the CEO who issued the citation is required to attend or participate at the hearing. The citee(s) and CEO, if present, shall have an opportunity to present evidence and witnesses and to cross-examine witnesses.

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Deleted: A citee may bring an interpreter to the hearing provided there is no expense to the city therefore. The hearing officer may question any person who presents evidence or who testifies at any hearing. ¶

C. A citee may appear at the hearing in person or by written declaration executed under penalty of perjury. Said declaration and any documents in support thereof shall be tendered to and received by the city at least seven (7) business days prior to the hearing. If the citee fails to attend or does not submit a written declaration in a timely manner, he or she shall be deemed to have waived the right to a hearing. In such an instance, the hearing officer shall cancel the hearing and not render a decision. In such instances, the citation shall be deemed confirmed.

D. Hearings may be continued once at the request of a citee or the officer who issued the citation. The hearing officer may also continue the hearing for cause.

9.13.210 Hearing Decision—Right of Appeal.

A. After considering all the testimony and evidence submitted at the hearing, the hearing officer shall issue a written decision to uphold or overturn the citation and shall state the reasons therefore.

B. The hearing officer shall serve citee(s) by First Class Mail with a copy of the written decision. The date the decision is deposited with U.S. Postal Service shall constitute the date of its service. The failure of a citee to receive a properly addressed decision shall not invalidate any hearing, city action, or proceeding conducted pursuant to this chapter.

C. The decisions of the hearing officer may be appealed by the citee to the City Council within 30 calendar days after the date of service of the decision. Each decision shall contain a statement advising the citee of this appeal right and the procedure for its exercise.

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Deleted: A citee shall file a notice of appeal with the city within 20 calendar days after the date of service of the hearing officer's decision. ¶

D. If a hearing officer's decision is not appealed in a timely manner, the decision shall be deemed confirmed.

E. If a responsible person prevails on appeal, the city shall reimburse his or her fine deposit within 30 calendar days of the City Council's decision on the appeal.

Deleted: The City Council is the sole reviewing authority and an appeal from a hearing officer's decision is not appealable to the Superior Court.

9.13.220 Financial Reporting.

On or before September 1 of any year authorized pursuant to a permit, the permittee shall submit to the City Clerk a financial statement by the treasurer or financial officer of the permittee setting forth the total gross receipts from the fireworks stand operated by the permittee; all expenses incurred and paid in connection with the purchase of fireworks and the sale thereof; and the most recent report filed by the

Deleted: to whom and for what purpose the net proceeds were or will be disbursed, along with

permittee to the State Board of Equalization. The filing of such statement shall be a condition precedent to the granting of any subsequent permit under this chapter.

9.13.230 Provisions Supplementary.

The provisions of this chapter are supplementary to the provisions of the Fire Code of the City of Lodi. In case of a direct conflict between the provisions of the Fire Code of the City, and the provisions of this chapter, the provisions of this chapter shall prevail. Except with respect to such direct conflict, the provisions of the Fire Code of City of Lodi shall remain in full force and effect.

SECTION 3. No Mandatory Duty Of Care. This ordinance is not intended to and shall not be construed or given effect in a manner which imposes upon the City, or any officer or employee thereof, a mandatory duty of care towards persons or property within the City or outside of the City so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

SECTION 4. Non-Severability. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall invalidate the entire ordinance. To this end, the provisions of this ordinance are not severable. The City Council hereby declares that it would not have adopted this ordinance if any portion thereof is determined to be invalid.

SECTION 5. All ordinances and parts of ordinances in conflict herewith are repealed insofar as such conflict may exist.

SECTION 6. This ordinance shall be published one time in the "Lodi News Sentinel," a daily newspaper of general circulation printed and published in the City of Lodi, and shall be in force and take effect 30 days from and after its passage and approval.

Approved this ____ day of _____, 2013.

ALAN NAKANISHI
Mayor

Attest:

RANDI JOHL, City Clerk

State of California
County of San Joaquin, ss.

I, Randi Johl, City Clerk of the City of Lodi, do hereby certify that Ordinance No. ____ was introduced at a regular meeting of the City Council of the City of Lodi held March 20, 2013, and was thereafter passed, adopted, and ordered to print at a regular meeting of said Council held _____, 2013, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

I further certify that Ordinance No. ____ was approved and signed by the Mayor on the date of its passage and the same has been published pursuant to law.

RANDI JOHL
City Clerk

Approved as to Form:

D. STEPHEN SCHWABAUER
City Attorney